



- Neil Wishinsky- Chair
- Benjamin J. Franco
- Nancy S. Heller
- Bernard W. Greene
- Heather A. Hamilton
- Melvin A. Kleckner –
Town Administrator

SELECT BOARD

CALENDAR

FOR

TUESDAY, NOVEMBER 27, 2018

SELECT BOARD'S HEARING ROOM

1. OPEN SESSION

5:00 P.M. Question of whether the Select Board shall enter into Executive Session for the purposes described in Agenda items 2 and 3.

2. PROPOSED EXECUTIVE SESSION
REAL PROPERTY

Proposed Executive Session pursuant to M.G.L. c. 30A, § 21(a)(6) ("Purpose 6") to consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body.

3. PROPOSED EXECUTIVE SESSION
ANTICIPATED LITIGATION

Proposed Executive session to discuss strategy with respect to anticipated litigation regarding the proposed Baldwin School expansion, if an open meeting may have a detrimental effect on the litigating position of the public body.

4. ANNOUNCEMENTS/UPDATES

6:00 P.M. Select Board to announce recent and/or upcoming Events of Community Interest.

5. PUBLIC COMMENT

Public Comment period for citizens who requested to speak to the Board regarding Town issues not on the Calendar.

Up to fifteen minutes for public comment on matters not appearing on this Calendar shall be scheduled each meeting. Persons wishing to speak may sign up in advance beginning on the Friday preceding the meeting or may sign up in person at the meeting. Speakers will be taken up in the order they sign up. Advance registration is available by calling the Select Board's office at 617-730-2211 or by e-mail at sorsini@brooklinema.gov. The full Policy on Public Comment is available at <http://www.brooklinema.gov/376/Meeting-Policies>

6. MISCELLANEOUS

Approval of miscellaneous items, licenses, vouchers, and contracts.

A. Question of approving a gift to the Brookline Police Department in the amount of \$1,000.00 from Target Corporation to be used for security measures.

B. Question of approving the following transfer within the Police Department appropriation:

From: 20112010 510101 Police Administration and Support
\$24,000.00

To: 21002010 5A0009 Office Furniture \$9,000.00
21002050 5A0006 Office Equipment \$13,500.00
21002050 522015 D.P. Equipment Repair & Maintenance
\$1,500.00

C. Question of authorizing and executing a Contract Amendment #2 in the amount of \$77,700.00 with Santec Planning and Architecture P.C. in connection with the Harry Downes Playground Renovation project.

D. Question of accepting a grant in the amount of \$400,000.00 from the Commonwealth of Massachusetts's Dam and Seawall Repair and Removal Program and authorize the Town Administrator to enter into an agreement with the Commonwealth of Massachusetts and sign on behalf of the Town, in relation to repairs and improvements at the dam at the Brookline Reservoir.

E. Question of approving Extra Work Order No.1 in the amount of \$6,526.58 in connection to contract No. PW/17-11, "Brookline Avenue Landscape Improvements", with Green Acres Landscape and Construction.

- F. Question of approving and executing a contract with Environmental Partners Group, in the amount of \$80,300.00 in connection with contract "Larz Anderson Park Roadway Improvements."
- G. Question of approving and executing a contract in the amount of \$59,300.00 with Environmental Partners Group in connection with contract "Walnut Hills Cemetery Roadway Improvements."
- H. Question of finalizing license conditions and votes relating to New England Treatment Access (NETA), 160 Washington Street, Amanda Rositano, Director of Operational Compliance, as follows:
- 1) vote on final language of conditions for NETA's Marijuana Retailer License and Medical Marijuana Treatment Center License under Art. 8.37 of the Town's By-Laws.
 - 2) vote to issue NETA a Marijuana Retailer License and Medical Marijuana Treatment Center License under Art. 8.37 of the Town's By-Laws.
 - 3) vote to cancel existing NETA's Registered Marijuana Dispensary License previously issued under Art. 8.32 of the Town's By-Laws.
- I. Question of granting a Temporary Wine and Malt Beverages Sales License to The Olive Connection for a Holiday Event to be held on Tuesday, December 4, 2018 from 6:00pm-8:00pm at 1426 Beacon Street.
- J. Question of granting four (4) Temporary All Kinds Alcoholic Beverages Non-Sales Licenses to Larz Anderson Auto Museum at 15 Newton Street as follows:
- 1) For a Holiday Party to be held on Wednesday, December 5, 2018 from 6:00pm-11:00pm.
 - 2) For a Corporate Holiday Party to be held on Thursday, December 6, 2018 from 5:30pm-11:00pm.
 - 3) For a Corporate Holiday Party to be held on Friday, December 7, 2018 from 5:30pm-11:00pm.
 - 4) For a Corporate 10th Anniversary Party to be held on Saturday, December 8, 2018 from 5:30pm-11:00pm.

7. CALENDAR

Review and potential vote on Calendar Items

8. FIRE DEPARTMENT PROMOTIONS

Question of making the following promotions within the Fire department:

- Lieutenant Shawn Fay to Captain
- Captain Stephen Nelson to Deputy Chief

9. BOARDS AND COMMISSIONS - INTERVIEWS

The following candidate for appointment to the Brookline Fiscal Advisory Committee will appear for interview:

Arthur Segel
Chris Avery

10. TAX CLASSIFICATION

7:30 PM Public Hearing on the question of adopting the percentages of the local Tax Levy to be borne by each class of real property and personal property for the 2019 Fiscal Year.

- a. Question of reviewing the Residential Exemption percentage for Fiscal Year 2019.

11. TRANSFER OF LIQUOR LICENSE
NEW COMMON VICTUALLER LICENSE
ENTERTAINMENT LICENSE

Approximately
7:30 P.M.

a. Public Hearing on the application of J & Z Food Corporation d/b/a Six Po Hot Pot, for a Transfer of Liquor License from Bombay Bistro, Inc. d/b/a Rani Bistro, holder of a Seven-Day All Kinds Alcoholic Beverages/Common Victualler's License, at 1353 Beacon Street. Current seating capacity is 87 and will remain the same. Proposed Alcohol Service/Operating Hours are Sunday-Saturday 11am-11pm. Previous Alcohol Service/Operating Hours were Monday-Saturday 11:30am-11:00pm and Sunday Noon-10:00pm.

b. Question of approving the application of J & Z Food Corporation d/b/a Six Po Hot Pot, for a Common Victualler

and Entertainment (Radio, Taped Music, Television, Instrumental Music, Vocal Music) License at 1353 Beacon Street. Inside seating capacity is 87. Proposed Hours of Operation are Sunday-Saturday 11am-11pm.

12. JOINT PUBLIC HEARING WITH THE SCHOOL COMMITTEE
WARRANT ARTICLES

Approximately 8:30 P.M. Public Hearing and possible vote on the following Warrant Articles for the December 13, 2018 Special Town Meeting.

Article 2 Driscoll School Schematic Design (Select Board)
Article 3 Schematic Design Release Baldwin School (Select Board)
Article 4 Oak Street Acquisition (Select Board)

13. BOARDS AND COMMISSIONS-APPOINTMENTS

Question of making the following appointments to the Brookline Commission for the Arts.

Austin Seeley and Peg O'Connell

14. BOARDS AND COMMISSIONS-APPOINTMENTS

Question of making appointments to the Brookline Fiscal Advisory Committee.

The Town of Brookline does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities. The Town of Brookline does not discriminate on the basis of disability in its hiring or employment practices. This notice is provided as required by Title II of the Americans with Disabilities Act (ADA) and by Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information may be sent to Caitlin Haynes, Community Relations Specialist and ADA / Section 504 Coordinator. Persons with disabilities who need either auxiliary aids and services for effective communication, written materials in alternative formats, or reasonable modifications in policies and procedures in order to access programs and activities of the Town of Brookline are invited to make their needs and preferences known to the ADA Coordinator. This notice is available in alternative formats from the ADA Coordinator.



Andrew Lipson
Chief of Police

BROOKLINE POLICE DEPARTMENT
Brookline, Massachusetts

November 19, 2018

To: Melvin Kleckner, Town Administrator

From: Andrew Lipson, Chief of Police

Re: Target Corporation Gift

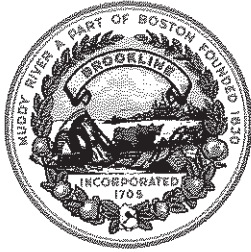
I am pleased to inform you that the Brookline Police Department has recently received a gift in the amount of \$1,000 from the Target Company through a corporate initiative aimed at assisting local law enforcement partners.

The money will be used to purchase a number of remote access covert cameras and cover the cost of their connectivity for up to one year to aid in larceny investigations as the holiday season approaches.

I would like to appear before the Select Board at their next meeting so that they may vote on acceptance of this gift to aid in investigative resources.

Andrew Lipson
Chief of Police





BROOKLINE POLICE DEPARTMENT
Brookline, Massachusetts

Andrew Lipson
Chief of Police

November 16, 2018

To: Superintendent Mark Morgan
From: Detective Brian Sheehy
Re: Target Corporation Grant Opportunity

Sir,

The Brookline Police Department has recently received a grant in the amount of \$1,000 from the Target Company through a corporate initiative aimed at assisting local law enforcement partners. Target has a local franchise at 860 Commonwealth Avenue in Brookline and I have cultivated a relationship with their loss prevention through multiple investigations. Based on this they reached out to me with the opportunity.

I was referred to a corporate website where I provided basic information about the department as well as our Tax ID number. I indicated the money could be used to purchase a number of remote access covert cameras and cover the cost of their connectivity for up to one year to aid in larceny investigations as the holiday season approaches. Target responded by mailing the department a check.

Respectfully,

Detective Brian Sheehy





ANDREW LIPSON
CHIEF OF POLICE

BROOKLINE POLICE DEPARTMENT
Brookline Massachusetts

November 20, 2018

To: Mr. Kleckner, Town Administrator

From: Andrew Lipson, Chief of Police

Subject: Budget Transfers

I am requesting to appear before the Select Board to ask that the Board vote to approve the following transfers within the Police Department's current budget.

From:

21002010 510101 Police Administration and Support, \$24,000.00

To:

21002010 5A0009 Office Furniture, \$9,000.00

21002050 5A0006 Office Equipment, \$13,500.00

21002050 522015 D.P. Equipment Repair and Maintenance, \$1,500.00

This request is being made so that we can support the purchase of new furniture for the Police Sergeant's offices and a new coin counting machine for the Traffic and Parking Division.

I look forward to discussing this with you.

Andrew Lipson
Chief of Police



TOWN OF BROOKLINE

REQUEST FOR APPROPRIATION TRANSFER

DATE: _____

To the Board of Selectmen:

Authority is hereby requested for permission to make the following transfer(s) within the appropriation for the Brookline Police Department

Department Name

	ORG #	ORG NAME	OBJECT #	OBJ NAME	AMOUNT
FROM:	21002010	Police-Admin	510101	Perm. Salaries	9,000 ⁰⁰
TO:	21002010	Police-Admin	5A0009	Office Furniture	9,000 ⁰⁰

FROM:	21002010	Police-Admin	510101	Perm. Salaries	13,500 ⁰⁰
TO:	21002050	Police-Traffic & Admin	5A0006	Office Equipment	13,500 ⁰⁰

FROM:	21002010	Police Admin	510101	Perm. Salaries	4,500 ⁰⁰
TO:	21002050	Police-Traffic	522015	D.P. Equip R&M	4,500 ⁰⁰

FROM:	_____	_____	_____	_____	_____
TO:	_____	_____	_____	_____	_____

FROM:	_____	_____	_____	_____	_____
TO:	_____	_____	_____	_____	_____


DEPARTMENT HEAD

NOTE: IN ADDITION TO SELECTMEN APPROVAL, THE FOLLOWING TRANSFERS REQUIRE ADVISORY COMMITTEE APPROVAL:

(1) From Capital (5A); (2) To Personnel (51); (3) Building Dept Transfers of more than \$10,000 to or from Repairs to Public Buildings (522400); (4) From the Parks & Open Space Division to any other division of DPW; and (5) From the Snow & Ice budget to any other division of DPW.

_____	_____
_____	_____

BOARD OF SELECTMEN



TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS
PARKS AND OPEN SPACE DIVISION

Andrew M. Pappastergion
Commissioner

Erin Chute Gallentine
Director

Memorandum

To: The Office of the Select Board
From: Erin Gallentine, Director of Parks and Open Space
Date: November 15, 2018
Re: Design & Engineering Services for Harry Downes Playground Renovation Project
Cc: Andrew Pappastergion, Commissioner of Public Works

The Town of Brookline's Parks and Open Space Division of the Department of Public Works respectfully requests that the Select Board authorize and execute an increase to PO #18166192 with Stantec Planning and Architecture P.C. in the amount of \$77,700 for design, engineering and construction oversight services associated with the Harry Downes Playground renovation project.

The contract with Stantec Planning and Landscape Architecture is being executed in two phases. Phase I, in the amount of \$54,300, has been successfully completed and includes design development, construction estimates, conceptual designs, product review and completion of the public design review process for the athletic facilities at Harry Downes Playground. Phase II of the project includes engineering and construction bid documents for both the playground and the comfort station, bidding phase services and construction oversight.

The Park and Recreation Commission received significant support for this project and, with a successful bidder, anticipates construction will commence spring 2019. The total value of the project is estimated at approximately 2.4M.



Stantec Planning and Landscape Architecture P.C.
226 Causeway Street 6th Floor, Boston MA 02114-2171

February 12, 2018 - Revised November 20, 2018
File:

Ms. Erin Chute Gallentine
Parks & Open Space Division Director
Town of Brookline
Town Hall
333 Washington Street
Brookline, MA 02445

Dear Erin,

**Reference: Harry Downes Field Renovations for
Track and Field and Natural Grass Field Renovation, &
Comfort Station Rehab, Design, Design Development, Construction Documents,
and Construction Administration Services**

Our Sport Group is pleased to present you with the following proposal for Design and Engineering Services to develop the design and renovation of the Downes Track and Field, Natural Grass Field, Track Resurfacing and Comfort Station at the Downes Field Complex. We have outlined the following scope of work to develop the design, bid/construction documents, permitting services and construction administration services based on our recent discussions. Tasks required to complete this project will include:

- Design Development & Construction Documents Phase Services
 - Design Development & Construction Documents
 - Opinion of Probable Construction Cost
 - Drainage Analysis and Memorandum
 - Synthetic Turf System Review & Selection
- Permitting Phase Services
 - Design Review Meeting
 - Support with Large Project Review with DPW
 - Support with Stormwater Pollution Prevention Plan (SWPPP)
- Bidding Phase Services
 - Final Bid Documents
 - Bidding
- Services During Construction
 - Construction Meetings and Site Visits
 - Office/Construction Administration
 - Project Closeout

Our goal is to provide a design and consulting work plan that works best for the Town of Brookline and ensures a successful project for all. Details tasks have been prepared for your review.



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Reference: Downes Field Renovation Proposal
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Task 1 Project Start & Schematic Design

Task 1.1 Information Gathering and Programming

Our Team will review all the information pertaining to Downes Field from our files and the Town's information, soils, and updated survey etc. We will develop a project program for both fields and the comfort station. This review and program will be completed for our kick-off meeting.

Task 1.2 Draft & Final Schematic Plan

Our Team will prepare a draft Schematic Plan to illustrate the scope and program of the project. This plan will be prepared for the discussion during the kick-off meeting. Based on this meeting we will prepare a full Schematic Plan which will be the basis for the project scope and rendered for the next design review meeting.

Task 1.3 Kick-Off and Project Review Meeting

Our team will attend a kick-off and project review meeting with the Town's Design Team. The purpose of the meeting is also to review the information from Task 1.1, discuss the project scope, program, the design process, project goals and objectives, permitting and the overall schedule. Based on the discussions in this meeting we will make any required revisions to this project program and schematic plan.

Task 1 Deliverables:

- Project Program Draft and Revised
- Draft and Final Schematic Plans
- Kick-off and Project Review Meeting

Task 2 Design Development and Construction Documents Phase

Task 2.1 Design Development and Construction Documents

Based upon the Town's approved schematic design, our team will proceed with Design Development and prepare Construction Documents for bid, setting forth in detail the requirements for construction of the project. We will prepare drawings that fix and describe the project in layout and materials, grading, address field base, field access, and all infrastructure to accommodate, teams and spectators. As part of the overall Civil design, we will produce a Drainage Analysis and Stormwater Technical Memorandum for inclusion in the Large Project Review with the Town of Brookline. Design Development will be reviewed with the Town's Design Team and the Construction Drawings will be prepared in AutoCAD format and are anticipated to include:

- Site Preparation and Demolition Plan



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- Layout and Materials Plan(s)
- Grading and Drainage Plan
- Comfort Station Architectural Plans
- MEP Plans and Details
- Athletic Field and Equipment Details
- Track Improvement Plan and Details
- Architectural Details, as required

Technical Specifications will also be prepared for this scope and provided to the Town for the Project Manual. It is assumed that Front End Matter, Bidding Requirements, Contract Forms and General Conditions will be provided by the Town with assistance from Stantec on the Bid Form and Requirements.

Drawings and Specifications will be submitted to the Town at the 50% and 90% review stages. Stantec will attend three (3) review and coordination meetings with the Town's Design Team. It is assumed that the Town will distribute the drawings and specifications to the bidders. If desired a project FTP site can be provided by Stantec for electronic distribution etc. Hard copies will be provided to the Town if required.

Task 2.2 Synthetic Turf System Review and Selection

In conjunction with a Design Review Meeting, Stantec will refresh the Town with the myriad of available infilled synthetic turf systems, what's new in the industry, alternative infill materials, and specialty athletic surfacing vendors. Based upon the Town's responses to the following (and other) questions, Stantec will prepare a performance based technical specification for the infilled synthetic turf system:

Synthetic Turf System

- Are there other sports that will be played on the fields other than football, lacrosse, and soccer that may want to be considered? Should we plan for softball etc.?
- What type of infill is preferred? TPE, organic, or other alternatives?
- What sand / rubber infill ratio is preferred? How fast/firm/safe should the field play?
- Would the Town like to pursue FIFA Certification?
- Will there be any logos or other graphics installed in the field?

We will be prepared to discuss the pros and cons of these as well as other questions to ensure that the Town receives competitive bids for high quality products from reputable and experienced manufacturers. Please note, Stantec's Sport Group is a Certified Independent Consultant by the Synthetic Turf Council (STC) and David Nardone currently serves on their Board of Directors.

Task 2.3 Estimates of Probable Construction Costs

Our team will complete a cost analysis of the design development plans for our scope of the project. We will prepare and provide a detailed Opinion of Probable Construction Costs. This estimate will follow the Construction Specifications Institute (CSI) format. This estimate will be updated at 100% Design Development, 90% Construction Documents.

Task 2 Deliverables:

Design with community in mind



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- One (1) set of 50% Construction Documents (100% Design Development) and one (1) set of 90% Construction Documents including Technical Specifications
- Drainage Analysis and Stormwater Memorandum for Town Review
- 100% Construction Documents and Technical Specifications
- Hard Copies Required by the Town and Electronic Distribution for Bidding
- Meeting Attendance, Team Review Meetings, assumes 4 Meetings
 - Design Development Review (2 Meetings)
 - 50% CD Review
 - 90% CD Review
 - Synthetic Turf System Review Meeting in conjunction w/ a design meeting and included with the design review meeting process below
 - Construction and Bid Document Review (2 Meetings)
- Summary of Selected System
- Estimates of Probable Construction Costs

Task 3 Permitting Services

Task 3.1 Project Design Review

Stantec shall participate in the Town's Design Review process for Down's Field. We will review the project field improvements, the process and the turf system considerations noted in Task 2.2 and will include alternative infill review and selection. This shall include time for meeting prep and assumed two (2) Design Review Meetings.

Task 3.2 Brookline Large Project Review and SWPP Plan

Stantec shall support the Town in the Large Project Review for erosion and sedimentation control and stormwater as well as the SWPP Plan development. It is assumed that the Town submit to DPW for review and will develop the Stormwater Pollution Prevention Plan We will provide plans, site prep, erosion, sedimentation, grading etc to support both efforts and a technical memorandum on the stormwater pre and post construction.

Task 3 Deliverables:

- Project Design Review Materials
- Plans to Support the Project Review and SWPPP
- Meeting Attendance
- Design Review Meetings (2)
- Meeting with DPW



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Task 4 Bidding Phase Services

Task 4.1 Final Bid Documents

We will attend a final design/bid coordination meeting with the Brookline Design Team to review the final Plans and Specifications. Our team understands there may be minimal comments and minor revisions to be incorporated into the final Document Set, but does not anticipate major changes to the layout, detailing or materials. We will incorporate final comments and prepare final bid set for inclusion by the Town in the Bid Package.

Task 4.2 Bidding

Stantec will assist the Town in identifying local and regional specialty athletic field contractors that should be considered for bidding this project. Members of the Team will attend the Pre-Bid Conference and respond to questions in writing as they arise. Stantec will prepare addenda information as required and assist the Town in the evaluation of bids and sub-contractor qualifications.

We will also assist with bid form developed to ensure a quality turf system, that meets the project specification, will be provided by all bidders.

Stantec will review the bids and attend a de-scoping meeting with the Design Team to evaluate and discuss the bids.

Task 4 Deliverables:

- 100% Bid Set including Construction Documents & Specifications etc.
- Preparation of a Bid Evaluation Memo and Vendor Recommendation
- Meeting Attendance
- Pre-bid Meeting
- De-scoping Meeting

Task 5 Services During Construction

Note: Our inclusion of 152 hours for the Tasks identified in this Phase is based upon significant experience with this project type and the knowledge of what is required to properly assist the Contractor and the Town in meeting the tight project schedule while still maintaining a high standard of quality.

Task 5.1 Construction Meetings and Site Visits

Stantec will provide services during construction of the project in support of the Town. We anticipate these services will include:

- Attendance by key Team member at the (1) Pre-Construction Conference for Phase One and Two. It is assumed that meeting notes will be prepared and distributed by the selected general contractor.
- For the field work attendance at weekly (or appropriately timed) project meetings. For the purposes of this proposal we have assumed attendance at up to ten (10)



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project meetings in addition to the Pre-Construction Conference. It is assumed that a senior Stantec project team member will attend each of these meetings. It is assumed that meeting notes will be prepared and distributed by the selected construction manager/general contractor.

- For the comfort station, as the time line and contractors will be differ from the field work, we have included six (6) meeting/site visits to review progress etc.

It is assumed that these meetings will be held at the site and site visits will be held in conjunction with the project meetings depending on the progress and schedule.

- Up to three (3) other site visits will be held at appropriate milestones during construction. These milestones are anticipated to include:
 - Completion of Synthetic Turf Field Finishing Stone Fine Grades & Drainage Testing
 - Completion of Synthetic Turf Carpet Seaming and Inlays prior to Infilling
 - Completion of Synthetic Turf System Infilling
- Site visit notes and photographic documentation will be prepared for each site visit. It is assumed that one (1) senior Stantec project team member will attend the milestone visits. There may however be certain stages in which two (2) senior Stantec project team members will attend.

Task 5.2 Office/Construction Administration

Our Team will aid Town in the administration of the construction contract including review of contractor submittals, shop drawings, requests for information, schedule of values and applications for payment, and the preparation of sketches and field reports as required.

Task 5.3 Project Closeout

Our Team will prepare a preliminary Punch List and monetized Final Punch List for the scope of work outlined in this proposal. We will also review the contractor/vendor's as-built field layout drawings and warranty information prior to delivery to the Town.

Task 5 Deliverables:

- Construction Administration, Submittals, Shop Drawings, RFIs, Sketches, etc.
- Meeting Attendance
- Pre-Construction Conference (1st Weekly Meeting)
- Up to sixteen (16) Regular Weekly Construction Meetings (total of 21 including 1st, 3 critical and Punchlists)
- Site Visit Notes for up to nineteen (19) site visits (includes 3 critical site visits if they need to occur other than the bi-weekly meeting)
- Preliminary Punch List/Site Visit Meeting (including all elements and appropriate disciplines)
- Monetized Final Punch List/Site Visit Meeting
- Project Closeout



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Compensation for services shall be on a fixed fee basis per task except for the permitting tasks will be hourly not-to-exceed to complete the scope included in this proposal. A budget has been provided for each task, the scope outline above as indicated below:

PHASE 1	
Athletic Fields Renovation	
Task 1 Project Start & Schematic Design	\$6,900
Task 2.1 Design Development	\$20,000
Task 3 Permitting Services	
Task 3.1 Project Design Review	\$4,900
Track Surface Renovation	
Task 2.1 Design Development	\$4,000
Comfort Station Renovation	
Task 1 Schematic Design	\$4,500
Task 2.1 Design Development	\$11,000
Task 3.1 Design Review	\$3,000
PHASE 1 TOTAL	
	\$54,300
PHASE 2	
Athletic Fields Renovation	
Task 2.2 Construction Documents Phase	\$5,000
Task 3 Permitting Services	
Task 3.2 Brookline Large Project Review and SWPP Plan	\$1,800
Task 4 Bidding Phase Services	\$2,900
Task 5 Services During Construction	\$26,000
Track Surface Renovation	
Task 2.2 Construction Documents Phase	\$2,000
Task 5 Services During Construction	\$4,700
Comfort Station Renovation	
Task 2 Design Development and Construction Documents Phase	\$24,300
Task 4 and Task 5 Bidding and Construction Phase	\$11,000
PHASE 2 TOTAL	
	\$77,700
Expenses (included in tasks above)	
Grand total	\$132,000



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ADDITIONAL SERVICES

If the Town authorizes services which exceed those listed under Scope of Work and are not customarily furnished in accordance with accepted practice, they shall be compensated at the billing rates listed below. Such additional expenses shall include, but not be limited to major revisions in drawings due to causes beyond the control of Stantec, including all changes to the Design and drawings resulting from meetings with Town agencies, or revisions requested by the Town after approval of Stantec's plans by Town, etc.

Services not included:

- Structural Engineering for retaining walls
- Zoning Analysis / Review
- Submissions to any local, state or federal agency not listed in basic services
- Traffic and Transportation Planning and Engineering
- Preparation of record As-Built plans and documents
- Electrical site design (we will coordinate with building project electrical)
- Irrigation design
- LEED Documentation
- Photo imaging or renderings not included in basic services

Reimbursable Expenses are included in fix fee tasks listed above.

Please let us know if you have any questions regarding this proposal we are more than happy to meet to discuss this in detail. Thank you.

Regards,

**STNATEC SPORT GROUP
STANTEC PLANNING AND LANDSCAPE ARCHITECTURE P.C.**

A handwritten signature in dark ink, appearing to read 'David Nardone', written over a light circular background.

David Nardone
Principal/Sport Group Leader
Phone: (617) 654-6007
david.nardone@stantec.com

BOARD OF SELECTMEN, TOWN OF BROOKLINE:

Phase 2 Authorized by the Town of Brookline

date

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement (Department of Public Works **Contract PW/18-xx**) with **Stantec Planning and Architecture P.C.** by their duly authorized representatives as of the **27th day of November, 2018:**

OWNER:
Town of Brookline
Select Board

APPROVED AS TO FORM:
Town Counsel

CERTIFIED in accordance with
Chapter 44, Section 31C:
Comptroller

TOWN OF BROOKLINE

CONTRACT CODING INCREASE APPROVAL FORM

DEPARTMENT: Department of Public Works

Prepared by: ECG

Vendor Name: Stantec Planning and Architecture PCVendor # 53742Contract Name: Harry Downes Playground Renovation ProjectPO # 18166192

Purpose of Contract/Description*

Amount of Contract \$ 77,700.00

Design, Design Development, Engineering, Architecture and Construction Bid Documents and Construction Administration Services for the Harry Downes Field/Playground Renovation Project.

CODING

Org #	Org Name	Acct #	Acct Name	Amount
4917K144	DPW - CIP	6P0061	Harry Downes Playground	\$ 5,500.00
4997C201	DPW-CIP	6C0007	Harry Downes Playground	\$ 72,200.00
				\$ -
				\$ -
				\$ -
				\$ -

*For "K" or "C" accounts, please call it "CIP", precede by your Dept (e.g., 4909K001 would be "DPW CIP")

Department Head _____

Date _____

Comptroller and Purchasing Approvals

Funds Available/Codes Correct



 Comptroller

 11/23/18

 Date Approved by Comptroller

 Complies with Appropriate Procurement Law
 MGL ch 149, ch 30 30M, or ch 30B



 Purchasing

 11/23/18

 Date Approved by Purchasing

TOWN OF BROOKLINE

CONTRACT CODING INCREASE APPROVAL FORM

DEPARTMENT: Department of Public Works

Prepared by: ECG

Vendor Name: Stantec Planning and Architecture PCVendor # 53742Contract Name: Harry Downes Playground Renovation ProjectPO # 18166192

Purpose of Contract/Description*

Amount of Contract \$ 77,700.00

Design, Design Development, Engineering, Architecture and Construction Bid Documents and Construction Administration Services for the Harry Downes Field/Playground Renovation Project.

CODING

Org #	Org Name	Acct #	Acct Name	Amount
4917K144	DPW - CIP	6P0061	Harry Downes Playground	\$ 5,500.00
4997C201	DPW-CIP	6C0007	Harry Downes Playground	\$ 72,200.00
				\$ -
				\$ -
				\$ -
				\$ -

*For "K" or "C" accounts, please call it "CIP", precede by your Dept (e.g., 4909K001 would be "DPW CIP")

Department Head _____

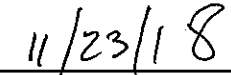
Date _____

Comptroller and Purchasing Approvals

Funds Available/Codes Correct



 Comptroller

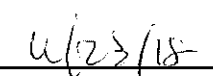


 Date Approved by Comptroller

 Complies with Appropriate Procurement Law
 MGL ch 149, ch 30 30M, or ch 30B



 Purchasing



 Date Approved by Purchasing



TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS
PARKS AND OPEN SPACE DIVISION

Andrew M. Pappastergion
Commissioner

Erin Chute Gallentine
Director

Memorandum

To: The Office of the Select Board
From: Erin Gallentine, Director of Parks and Open Space
Date: November 20, 2018
Re: Acceptance of FY 2019 Grant Award of \$400,000 for the Brookline Reservoir Dam
Cc: Andrew Pappastergion, Commissioner of Public Works

The Town of Brookline's Parks and Open Space Division of the Department of Public Works has been selected to receive Fiscal Year 2019/FY20 grant funding in the amount of \$400,000 from the Commonwealth of Massachusetts's Executive Office of Energy and Environmental Affairs to make repairs and improvements to the infrastructure at the dam at the Brookline Reservoir.

The Department of Public Works, Parks and Open Space Division, respectfully requests that the Select Board vote to accept the grant from Commonwealth of Massachusetts Dam and Seawall Repair and Removal Program and authorize the Town Administrator, Mel Kleckner, to enter into an agreement and sign the Commonwealth of Massachusetts – Standard Contract Form on behalf of the Town of Brookline. This will authorize the Town to receive grant reimbursement for repair and construction work to address deficiencies at the Brookline Reservoir Dam.



OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617) 725-4000

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

October 24, 2018

Erin Chute Gallentine
Parks and Open Space Director
Town of Brookline
333 Washington Street
Brookline, MA 02445

Dear Ms. Chute Gallentine,

Congratulations! I am pleased to notify you that Town of Brookline has been awarded a grant from the Dam and Seawall Repair and Removal Program of \$400,000 for the repair of the Brookline Reservoir Dam. I want to thank you for your commitment to the safety of your community and the state of good repair to our critical infrastructure. Through this funding and your continued support, we continue our stewardship of our natural resources while improving our service to citizens of the Commonwealth.

Enclosed you will find further instructions and documents from the Executive Office of Energy and Environmental Affairs on next steps. Please feel free to contact William Hinkley, (william.hinkley@mass.gov or 617.626.1177) if you have any questions.

Governor Charles D. Baker

Lt. Governor Karyn E. Polito

Handwritten signature of Charles D. Baker in black ink.

Handwritten signature of Karyn E. Polito in black ink.

COMMONWEALTH OF MASSACHUSETTS - 3 STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: Town of Brookline		COMMONWEALTH DEPARTMENT NAME: Executive Office of Energy and Environmental Affairs MMARS Department Code: ENV	
Legal Address: (W-9, W-4, T&C): 333 Washington Street, Brookline, MA 02445		Business Mailing Address: 100 Cambridge Street – Suite 900 Boston MA 02114	
Contract Manager: Erin Chute Gallentine, Parks and Open Space Director		Billing Address (if different):	
E-Mail: egallentine@brooklinema.gov		Contract Manager: William Hinkley	
Phone: 617-730-2088	Fax:	E-Mail: william.hinkley@state.ma.us	
Contractor Vendor Code:		Phone: 617.626.1177	Fax: 617.626.1181
Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
RFR/Procurement or Other ID Number: RFR ENV 19 DS02			
<u>X</u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$400,000			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) The repair of the Brookline Reservoir Dam as further described in Contract Attachment A and all referenced attachments therein.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of ____, 20 ____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of ____, 20 ____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of 6/30/2020 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	

D. - 4 COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement: Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy."

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget:** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

D. - 5 COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are

appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or

D. - 6 COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



regulation including, Executive Order 147; G.L. c. 29, s. 29F G.L. c.30, § 39R, G.L. c.149, § 27C, G.L. c.149, § 44C, G.L. c.149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information

transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP SmartBid subscription process at: www.comm-pass.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the



Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and

penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A. Executive Orders 523, 524 and 526, Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions

Issued May
2004

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :

CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May

2004



CONTRACTOR LEGAL NAME :

CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X _____

Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL



TOWN OF BROOKLINE
Massachusetts

DEPARTMENT OF PUBLIC WORKS
November 19, 2018

Andrew M. Pappastergion
Commissioner

Select Board
Town Hall
Brookline, MA 02445

Dear Board Members:


Attached for your approval is Extra Work Order Number 1 for additional work by Green Acres Landscape and Construction Co., Inc. in conjunction with Contract No. PW/17-11, Brookline Avenue Park Landscape Improvements.

The additional work is an irrigation controller and additional catch basins.

The overall value of this extra work order is an increase of \$6,526.58.

We ask for your approval of this extra work order.

Sincerely,


Andrew M. Pappastergion
Commissioner of Public Works

Town Of Brookline**Contract Amendment Approval Form**Department: Public Works/Engineering Division Prepared by: K HerseyContract # and Name: PW/17-11 Brookline Avenue Park Landscape ImprovementsVendor # and Name: Green Acres Landcsape and Construction Co., Inc.Change Order/Extra Work Order #: 1Purchase Order #: 17100158Amount of Amendment: \$6,526.58

Purpose of Amendment:

Description: Irrigation controller and additional catch basins
--

Coding:

Org #	Org Name *	Acct #	Acct Name	Amount
4916K125	DPW CIP	6C0007		\$6,526.58

* For "K" or "C" accounts, please call it "CIP", preceded by your Dept (e.g., 4909K001 would be "DPW CIP").

Department Head: Andrew M. Pappas Date 11/20/2018

Comptroller Approval of Coding and Funds Availability

Funds Available/Codes Correct JBZ
Comptroller11/15/18
Date Approved by ComptrollerComplies with Appropriate Procurement Law Paula
(MGL ch 149, ch 30 30 30M, or ch 30B) Purchasing11/17/18
Date Approved by Purchasing

TOWN OF BROOKLINE

ENGINEERING DIVISION

EXTRA WORK ORDER

Number 1

I, _____, duly authorized representative of Green Acres Landscape and Construction Co., Inc., Contractor, agree to perform all labor and supply such materials as may be necessary to perform additional work under the contract for Brookline Avenue Park Landscape Improvements.

I further agree that the amount or amounts paid to Green Acres Landscape and Co., Inc., Contractor, for performing the additional work shall be as follows:

<u>PCO #1 Irrigation controller</u>	<u>\$2,916.16</u>
<u>PCO #2 Additional catch basins</u>	<u>\$3,610.42</u>

The work is in connection with the contract between Green Acres Landscape and Construction Co., Inc., and the Town of Brookline, Massachusetts, "Brookline Avenue Park Landscape Improvements," Contract No. PW/17-11, dated March 28, 2017.

Approved:

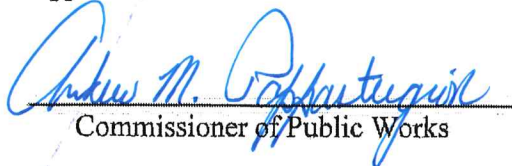
Green Acres Landscape and Construction Co., Inc.
(Contractor)

Nov. 15, 2018

Date


Authorized Representative

Approved:


Commissioner of Public Works

Town Administrator



TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS
PARKS AND OPEN SPACE DIVISION

Andrew M. Pappastergion
Commissioner

Erin Chute Gallentine
Director

Memorandum

To: The Office of the Select Board
From: Erin Gallentine, Director of Parks and Open Space
Date: November 21, 2018
Re: Engineering Services for Roadway/Drainage Improvements at Larz Anderson Park
Cc: Andrew Pappastergion, Commissioner of Public Works

The Town of Brookline's Parks and Open Space Division of the Department of Public Works respectfully requests that the Select Board authorize and execute a contract with Environmental Partners Group in the amount of \$80,300 for the design of roadway and drainage improvements at Larz Anderson Park.

The project involves assessing and designing improvements to the drainage system along the entire length of the nearly 2500 foot roadway through Larz Anderson Park, replacement of the roadway, creation of new sidewalks, renovation and expansion of the parking and improved lighting. The total value of the project is estimated at 1.2M

The contract will be funded by roadway rehabilitation funding (4918K058 6H0026) and Larz Anderson Park funding (4914K070 6P0031).



November 21, 2018

Erin Gallentine, Parks and Open Space Director
Town of Brookline
333 Washington Street
Brookline, MA 02445

Re: Larz Anderson Park Improvements

Dear Ms. Gallentine,

Environmental Partners Group, Inc. is pleased to submit the following proposal to the Town of Brookline for professional engineering services associated with the design of assess roadways, parking lots, and sidewalk accommodations in Larz Anderson Park.

The project design will be based on the Town-approved concept prepared by Klopfer Martin Design Group and shown in the provided conceptual sketch titled "Larz Anderson Schematic Options- Angled Parking" dated March 18, 2016. Work will include the design of the 2,480 foot long access road and proposed sidewalk that connects Newton Street and Avon Street access points as well as a small parking area opposite the car museum and a larger parking lot adjacent to the ice skating rink. Street lighting will be designed along the access road from Newton Street up to and including the proposed ice rink parking lot. Bid documents will be prepared for Town advertising.

In order to meet these objectives we proposed the following Scope of Services;

SCOPE OF SERVICES

1. Topographic Survey and Base Plan

- a. This Scope of Services presumes that the Town will provide Environmental Partners with a topographic survey (in AutoCAD) adequate for the design of this project. The base plans are anticipated to include the three-dimensional surface, all underground utilities (including drainage), invert elevations, and pertinent physical features.

2. Preliminary Design

- a. Environmental Partners shall prepare the standard preliminary (50%) design requirements for a roadway and sidewalk reconstruction project along the subject access road based on the provided geometry shown in the approved conceptual design as well as sound engineered design and recommendations from the Town regarding specific project criteria. Sidewalks and wheelchair ramps will be designed in conformance to ADA regulations to the maximum extent practicable given existing topography. This Scope of Services assumes that grade blending will be adequate and retaining walls will not be required.
- b. The Preliminary Design shall include a preliminary construction cost estimate including pay items in MassDOT format. This Scope of Services assumes that the project will be reviewed by the Town.
- c. It is understood that all information that the Town has available relative to the project (i.e., the topographic surveyed base plan, an AutoCAD copy of the approved conceptual design, existing plans, GIS mapping data, local bylaws, etc.) will be provided to Environmental Partners at no cost so that we may properly review the work.

3. Drainage Design

- a. An existing conditions hydrologic model will be created using HydroCAD Version 10.0 computer stormwater modeling software to represent the conditions of the existing access road that connects Newton Street and Avon Street and associated parking lots. Environmental Partners will use Town-provided survey data, LiDAR Terrain Data from MassGIS, USGS Color Ortho Imagery, and GIS Information to produce delineated boundaries of the subcatchments contributing to the drainage system. The drainage area characteristics (runoff curve numbers (CN), land use areas) of the area will be established. Data such as dimensionless unit hydrographs, rainfall events, delineated drainage areas, times of concentration, and SCS runoff curve numbers, will be entered into the models to provide output, such as peak flows, flood hydrographs, storage capacities, and pipe capacities. Once the model is complete, it will be analyzed/run using the 2-year, 10-year, and 25-year 24-hour rainfall events.



Erin Gallentine, Parks and Open Space Director
November 21, 2018
Page 3

- b. Once the analysis of the existing system is complete, drainage system improvements within the project area will be identified and up to three alternatives analyzed. Proposed improvements will be modeled utilizing the 2-year, 10-year, and 25-year, 24-hr rainfall events. A technical memorandum will be prepared detailing the existing conditions model, alternatives analysis, conclusions, and recommendations.
- c. This Scope of Services assumes that the existing drainage system along the access road, as well as connections to the Newton Street and/or Avon Street drainage systems, will be videoed by the Town to determine condition and underground configuration. This information is to be incorporated onto the base plan prepared by the Town along with invert elevations, pipe sizes, and pipe materials. Hydrologic models to evaluate the existing watershed in the project area, as discussed above, will utilize the Town-provided survey. An on-site representative of Environmental Partners during videoing field activities is not included.
- d. Stormwater drainage system improvements will also be based on recommendations from the Town, as may be included in existing reports or studies or any other available information that exists and is made available by the Town.
- e. For budgeting purposes, it is anticipated that videoing efforts will show that the existing drainage system will require replacement (design of new drainage pipes, structures, and swales). As such, the work will include the design of drain lines and structures as may be required within the identified area based on hydraulic models. This Scope of Services assumes that the drainage system will either connect to the Newton Street or Avon Street drainage systems which are anticipated to be adequate to accommodate the runoff of the project area, or to drainage swales. Drainage evaluations and accommodations outside of the project limits are not anticipated.

4. Landscape Design

- a. This Scope of Services assumes that any landscape design elements including proposed tree selection, planting details, specifications and estimating will be provided by the Town to Environmental Partners for inserting into the bid documents. Other isolated minor landscaping, decorative surface treatments, or street furniture (such as benches and trash receptacles) are not anticipated in this project but may be designed by the Town and provided to Environmental Partners.



5. *Lighting Design*

- a. A lighting design will be provided along the access road from Newton Street up to and including the proposed ice skating rink parking lot. This Scope of Services assumes that the Town will provide Environmental Partners with the preferred luminaire and post model and will provide guidance regarding their expectations of lighting levels within Larz Anderson Park. A photometric plan will be provided along with lighting design plans and specifications adequate for bidding.

6. *Final Design*

- a. Upon receiving Town approval on the Preliminary Design, the Final Design will be prepared. The Final Design submission will include plans showing the proposed improvements, typical sections, pavement markings and signage, and a final construction cost estimate. A standard curb ramp table will be provided to show the required information for the design elements of the proposed curb ramps. Final Design plans will include a Cover Sheet, Legend Sheet, Key Plan, General Construction Plans, Typical Sections, Traffic Signs and Pavement Marking Plans, Curb Ramp Table, Construction Details, and Street Lighting Plan as appropriate.
- b. Environmental Partners will provide a construction cost estimate using pay items in MassDOT format. The construction cost estimate will include the quantity, unit price and estimated cost of all pay items. The estimate will be based on prevailing prices established by MassDOT, recently advertised/awarded projects completed by the Town and Environmental Partners, or consortium pricing (as directed by the town and consistent with the MassDOT format).

7. *Bid Document Preparation*

- a. Environmental Partners will prepare supplementary specifications to the Massachusetts Department of Transportation "Standard Specifications for Highways and Bridges" (latest edition) in the form of Special Provisions which will incorporate relevant sections of the Town's standard specifications where applicable. Special Provisions relative to landscape elements will be provided by the Town. The Special Provisions will be incorporated into the bid document utilizing Town standard bidding requirements, general conditions, agreement or other information associated with procurement requirements and procedures as



Erin Gallentine, Parks and Open Space Director
November 21, 2018
Page 5

provided by the Town.

- b. Environmental Partners will provide a final construction cost estimate and bid tabulation. A bid tab will be prepared and included in the Measurement and Payment section of the bid document providing the quantity for each bid item.
- c. The bid package will be submitted to the Town for review and comment upon completion. A response to comments will be provided and changes implemented as necessary into the submission of bid documents including plans, specifications, and estimates (PS&E).

8. *Environmental Permitting*

- a. Construction is not anticipated to take place within the 100 foot wetland buffer area or any other environmentally sensitive locations and therefore environmental permitting is not anticipated for this project.

9. *Right-of-Way*

- a. The proposed construction is anticipated to take place within the existing park. The need for permanent or temporary easements, land acquisitions, or rights-of-entry is not anticipated and such services have not been included in the budget.

10. *Meetings*

- a. Up to five (5) project coordination meetings with the Town and the project team are anticipated.
- b. Public meetings and PowerPoint presentations are not anticipated to be necessary for this project.
- c. It is anticipated that up to five (5) conference calls will take place to resolve any outstanding comments or issues.



Erin Gallentine, Parks and Open Space Director
November 21, 2018
Page 6

FEE

The above Scope of Services is estimated at the not to exceed budget of **\$80,300** based on the following Fee Schedule:

Fee Schedule

Topographic Survey & Base Plan Preparation	\$ 2,800
Preliminary Design	\$ 31,600
Final Design	\$ 14,300
Lighting Design & Photometric Plan (<i>subconsultant</i>)	\$ 16,500
Bid Document Preparation	\$ 7,900
Meeting/Conference Calls/Coordination	<u>\$ 7,200</u>
	\$ 80,300

Direct expenses incurred in conjunction with the performance of the above work shall include, but are not necessarily limited to, travel, reproductions, telephone, materials and supplies, shipping, delivery, and postage.

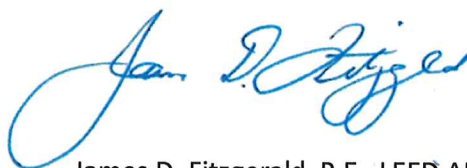
We appreciate this opportunity to be of service to the Town of Brookline. If you have any questions regarding this proposal or require additional information, please do not hesitate to contact us.

Sincerely,

Environmental Partners Group, Inc.



Paul F. Gabriel, P.E., LSP
President



James D. Fitzgerald, P.E., LEED AP
Director of Transportation



TOWN OF BROOKLINE

CONTRACT CODING APPROVAL FORM

DEPARTMENT: Department of Public Works Prepared by: ECG

Vendor Name: Environmental Partners Group Vendor # 50959

Contract Name: Larz Anderson Park Roadway Improvements PO #

Purpose of Contract/Description* Amount of Contract \$ 80,300.00

Assess, Design and Prepare Engineering Construction Bid Documents for Roadway Reconstruction and Drainage Improvements to the Larz Anderson Roadway, Sidewalks, Parking & Safety Lighting.

CODING

Org #	Org Name	Acct #	Acct Name	Amount
4918K058	DPW - CIP	6H0026	Roadway Rehabilitation	\$ 40,150.00
4914K070	DPW-CIP	6P0031	Larz Anderson Park	\$ 40,150.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

*For "K" or "C" accounts, please call it "CIP", precede by your Dept (e.g., 4909K001 would be "DPW CIP")

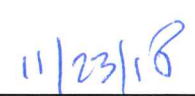
Department Head

Date


Comptroller and Purchasing Approvals

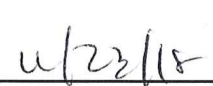
Funds Available/Codes Correct


 Comptroller


 Date Approved by Comptroller

 Complies with Appropriate Procurement Law
 MGL ch 149, ch 30 30M, or ch 30B


 Purchasing


 Date Approved by Purchasing

TOWN OF BROOKLINE**CONTRACT CODING APPROVAL FORM**DEPARTMENT: Department of Public Works Prepared by: ECGVendor Name: Environmental Partners Group Vendor # 50959Contract Name: Larz Anderson Park Roadway Improvements PO # _____Purpose of Contract/Description* Amount of Contract \$ 80,300.00

Assess, Design and Prepare Engineering Construction Bid Documents for Roadway Reconstruction and Drainage Improvements to the Larz Anderson Roadway, Sidewalks, Parking & Safety Lighting.

CODING

Org #	Org Name	Acct #	Acct Name	Amount
4918K058	DPW - CIP	6H0026	Roadway Rehabilitation	\$ 40,150.00
4914K070	DPW-CIP	6P0031	Larz Anderson Park	\$ 40,150.00
				\$ -
				\$ -
				\$ -
				\$ -

*For "K" or "C" accounts, please call it "CIP", precede by your Dept (e.g., 4909K001 would be "DPW CIP")

Department Head _____ Date _____

Comptroller and Purchasing Approvals

Funds Available/Codes Correct

Comptroller_____
Date Approved by Comptroller

Complies with Appropriate Procurement Law

MGL ch 149, ch 30 30M, or ch 30B

Purchasing_____
Date Approved by Purchasing



TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS
PARKS AND OPEN SPACE DIVISION

Andrew M. Pappastergion
Commissioner

Erin Chute Gallentine
Director

Memorandum

To: The Office of the Select Board
From: Erin Gallentine, Director of Parks and Open Space
Date: November 20, 2018
Re: Design of Roadway and Drainage Improvements at Walnut Hills Cemetery
Cc: Andrew Pappastergion, Commissioner of Public Works

The Town of Brookline's Parks and Open Space Division of the Department of Public Works respectfully requests that the Select Board authorize and execute a contract with Environmental Partners Group in the amount of \$59,300 for the design of roadway and drainage improvements in Walnut Hills Cemetery.

The project involves assessing and designing improvements to the drainage system within the cemetery to address deficiencies such as flooding, inadequately sized drainage structures and grading. Roadway conditions will be assessed and treatments identified to renovate and repair roadway deficiencies.

The contract will be funded by roadway rehabilitation funding (4918K058 6H0026) and cemetery trust funding (4995SW01 6P0040).



November 21, 2018

Erin Gallentine, Parks and Open Space Director
Town of Brookline
333 Washington Street
Brookline, MA 02445

Re: Walnut Hill Cemetery Roadway/Drainage Improvements

Dear Ms. Gallentine,

Environmental Partners Group, Inc. is pleased to submit the following proposal to the Town of Brookline for professional engineering services associated with the design of roadway and drainage improvements in Walnut Hill Cemetery.

The project involves assessing and designing improvements to the drainage system within the cemetery to address deficiencies such as flooding experienced along Beech Avenue (that contributes to flooding along Baker Circle outside of the cemetery), inadequately sized frames and grates, and sinking asphalt surrounding drainage structures. Roadway conditions will be assessed and treatments identified and typical sections and construction details will be prepared to address roadway deficiencies. Bid documents will be prepared for Town advertising.

In order to meet these objectives we proposed the following Scope of Services:

SCOPE OF SERVICES

1. Base Plan Review and Site Visit

- a. This Scope of Services presumes that the Town will provide Environmental Partners with complete drainage plans for the entirety of the cemetery and any drainage network that may be connected to the cemetery drainage network. The plans are anticipated to include all drainage structure locations, pipe sizes, pipe materials, invert and rim elevations, underground utilities, and pertinent physical features. The Town will also provide any available topographic survey (in AutoCAD) relative to this project.
- b. Environmental Partners will field measure key components to verify roadway widths and to quantify construction impacts for the construction cost estimate.

Erin Gallentine, Parks and Open Space Director
November 21, 2018
Page 2

2. Drainage Assessment

- a. An existing conditions hydrologic model will be created using HydroCAD Version 10.0 computer stormwater modeling software to represent the existing conditions of the Walnut Hill Cemetery. Environmental Partners will use Town-provided survey data, LiDAR Terrain Data from MassGIS, USGS Color Ortho Imagery, and GIS Information to produce delineated boundaries of the subcatchments contributing to the Walnut Hill Cemetery drainage system. The drainage area characteristics (runoff curve numbers (CN), land use areas) of the area will be established. Data such as dimensionless unit hydrographs, rainfall events, delineated drainage areas, times of concentration, and SCS runoff curve numbers, will be entered into the models to provide output, such as peak flows, flood hydrographs, storage capacities, and pipe capacities. Once the model is complete, it will be analyzed/run using the 2-year, 10-year, and 25-year 24-hour rainfall events.
- b. Drainage structure castings will be lifted by the Town to assess condition and potential need for replacement. This Scope of Services assumes that the existing drainage lines along throughout the cemetery will be videoed by the Town to determine existing condition and underground configuration. A representative of Environmental Partners will be on-site to assess conditions and to record relevant information. For budgeting purposes, it is anticipated that videoing efforts will be completed in one day.
- c. Once the analysis of the existing system is complete, drainage system improvements within the project area will be identified and up to three alternatives analyzed. Proposed improvements will be modeled utilizing the 2-year, 10-year, and 25-year, 24-hr rainfall events. A technical memorandum will be prepared detailing the existing conditions model, alternatives analysis, conclusions, and recommendations.
- d. For budgeting purposes, it is anticipated that videoing efforts will show that the existing drainage lines are in adequate condition but a few drainage structures require replacement, a few frame and grates need updating, and a drainage swale is needed along the eastern side of Beech Avenue. As such, the work will include the design of the aforementioned drainage treatments/improvements based on hydraulic models. This Scope of Services assumes that the drainage system connects to Baker Circle and the system is adequate to accommodate the runoff from the project area. Drainage evaluations and accommodations outside of the project limits are not anticipated.



Erin Gallentine, Parks and Open Space Director
November 21, 2018
Page 3

3. *Preliminary Submission*

- a. Environmental Partners shall prepare a preliminary (50%) submission for the drainage and roadway improvements. Recommended pavement treatments will be illustrated using available base plans for review and approval by the Town. This Scope of Services assumes that the existing access roads throughout the cemetery will remain in their existing locations without geometric alteration and therefore geometric design will not be required. Approximate roadway widths will be field verified by Environmental Partners for estimating purposes. Typical roadway details will be provided. Drainage accommodations will be laid out schematically using Town-provided base plans.
- c. The Preliminary Submission shall include a preliminary construction cost estimate including pay items in MassDOT format. This Scope of Services assumes that the project will be reviewed by the Town.
- d. It is understood that all information that the Town has available relative to the project (i.e., the topographic surveyed base plan, existing drainage plans, GIS mapping data, local bylaws, etc.) will be provided to Environmental Partners at no cost so that we may properly review the work.

4. *Final Submission*

- a. Upon receiving Town approval on the Preliminary Submission, the Final Submission will be prepared. The Final Submission will include plans showing the proposed improvements, typical sections, and a final construction cost estimate as well as the design of drainage accommodations using Town-provided base plans. Final Design plans will include a Cover Sheet, Legend Sheet, Key Plan, General Construction Plans, Typical Sections, and Construction Details as appropriate.
- b. Environmental Partners will provide a construction cost estimate using pay items in MassDOT format. The construction cost estimate will include the quantity, unit price and estimated cost of all pay items. The estimate will be based on prevailing prices established by MassDOT, recently advertised/awarded projects completed by the Town and Environmental Partners, or consortium pricing (as directed by the town and consistent with the MassDOT format).



Erin Gallentine, Parks and Open Space Director
November 21, 2018
Page 4

5. *Bid Document Preparation*

- a. Environmental Partners will prepare supplementary specifications to the Massachusetts Department of Transportation "Standard Specifications for Highways and Bridges" (latest edition) in the form of Special Provisions which will incorporate relevant sections of the Town's standard specifications where applicable. Special Provisions relative to landscape elements will be provided by the Town. The Special Provisions will be incorporated into the bid document utilizing Town standard bidding requirements, general conditions, agreement or other information associated with procurement requirements and procedures as provided by the Town.
- b. Environmental Partners will provide a final construction cost estimate and bid tabulation. A bid tab will be prepared and included in the Measurement and Payment section of the bid document providing the quantity for each bid item.
- c. The bid package will be submitted to the Town for review and comment upon completion. A response to comments will be provided and changes implemented as necessary into the submission of bid documents including plans, specifications, and estimates (PS&E).

6. *Environmental Permitting*

- a. Construction is not anticipated to take place within the 100 foot wetland buffer area or any other environmentally sensitive locations and therefore environmental permitting is not anticipated for this project.

7. *Right-of-Way*

- a. The proposed construction is anticipated to take place within the existing park. The need for permanent or temporary easements, land acquisitions, or rights-of-entry is not anticipated and such services have not been included in the budget.

8. *Meetings*

- a. Up to three (3) project coordination meetings with the Town and the project team are anticipated.



Erin Gallentine, Parks and Open Space Director
November 21, 2018
Page 5

- b. Public meetings and PowerPoint presentations are not anticipated to be necessary for this project.
- c. It is anticipated that up to three (3) conference calls will take place to resolve any outstanding comments or issues.

FEE

The above Scope of Services is estimated at the not to exceed budget of **\$59,300** based on the following Fee Schedule:

Fee Schedule

Base Plan Review and Site Visit	\$ 2,900
Preliminary Submission	\$ 29,800
Final Submission	\$ 11,700
Bid Document Preparation	\$ 10,000
Meeting/Conference Calls/Coordination	<u>\$ 4,900</u>
	\$ 59,300

Direct expenses incurred in conjunction with the performance of the above work shall include, but are not necessarily limited to, travel, reproductions, telephone, materials and supplies, shipping, delivery, and postage.

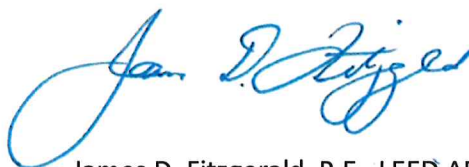
We appreciate this opportunity to be of service to the Town of Brookline. If you have any questions regarding this proposal or require additional information, please do not hesitate to contact us.

Sincerely,

Environmental Partners Group, Inc.



Paul F. Gabriel, P.E., LSP
President



James D. Fitzgerald, P.E., LEED AP
Director of Transportation



TOWN OF BROOKLINE

CONTRACT CODING APPROVAL FORM

DEPARTMENT: Department of Public Works Prepared by: ECG

Vendor Name: Environmental Partners Group Vendor # 50959

Contract Name: Walnut Hills Cemetery Roadway Improvements PO #

Purpose of Contract/Description* Amount of Contract \$ 53,300.00

Assess, Design and Prepare Engineering Construction Bid Documents for Roadway Reconstruction and Drainage Improvements to the Walnut Hills Cemetery.

CODING

Org #	Org Name	Acct #	Acct Name	Amount
4918K058	DPW - CIP	6H0026	Roadway Rehabilitation	\$ 29,650.00
4995SW01	DPW-CIP	6P0040	Walnut Hills Cemetery	\$ 29,650.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

*For "K" or "C" accounts, please call it "CIP", precede by your Dept (e.g., 4909K001 would be "DPW CIP")

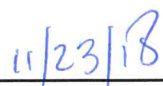
Department Head _____

Date _____

Comptroller and Purchasing Approvals

Funds Available/Codes Correct


 Comptroller


 Date Approved by Comptroller

 Complies with Appropriate Procurement Law
 MGL ch 149, ch 30 30M, or ch 30B


 Purchasing


 Date Approved by Purchasing

TOWN OF BROOKLINE**CONTRACT CODING APPROVAL FORM**DEPARTMENT: Department of Public Works Prepared by: ECGVendor Name: Environmental Partners Group Vendor # 50959Contract Name: Walnut Hills Cemetery Roadway Improvements PO # _____Purpose of Contract/Description* Amount of Contract \$ 53,300.00

Assess, Design and Prepare Engineering Construction Bid Documents for Roadway Reconstruction and Drainage Improvements to the Walnut Hills Cemetery.

CODING

Org #	Org Name	Acct #	Acct Name	Amount
4918K058	DPW - CIP	6H0026	Roadway Rehabilitation	\$ 29,650.00
4995SW01	DPW-CIP	6P0040	Walnut Hills Cemetery	\$ 29,650.00
				\$ -
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				\$ -
				\$ -

*For "K" or "C" accounts, please call it "CIP", precede by your Dept (e.g., 4909K001 would be "DPW CIP")

Department Head _____

Date _____

Comptroller and Purchasing Approvals

Funds Available/Codes Correct

Comptroller_____
Date Approved by Comptroller

Complies with Appropriate Procurement Law
MGL ch 149, ch 30 30M, or ch 30B

Purchasing_____
Date Approved by Purchasing

To: Select Board, Mel Kleckner
From: Patty Correa, First Assistant Town Counsel
Date: November 23, 2018
Re: NETA Select Board License votes

I am writing to propose the following votes in order to 1) have clear votes on NETA's hours of operations now and once Adult Use sales begin, and 2) effect the transition to regulation under the new General By-Law applicable to both medical marijuana and recreational marijuana operations, Article 8.37 ("Marijuana Establishments"), from regulation under the earlier by-law regulating medical marijuana sales only, Article 8.32 ("Registered Marijuana Dispensary (RMD) Licenses").

1. The attached 2018-11-23 draft of NETA's conditions has clarified hours of operation language, providing that NETA's hours will remain as they appear now on NETA's existing Registered Medical Marijuana (RMD) license until the commencement of Adult Use sales (at which time NETA will get the extended hours). It also has the corrected paragraph numbering and is otherwise in the final format. A vote on the attached 2018-11-23 draft will provide a clear vote on the final language and format of NETA's conditions.

Immediately below is a mark-up of Paragraph 5's operating hours language in the attached 2018-11-23 draft showing the changes from Paragraph 5's operating hours language in the 2018-11-20 draft reviewed at the November 20, 2018 Board meeting:

~~The~~Until such date as the Licensee commences Adult Use retail sales, the hours of operation shall not exceed Mondays through Saturdays, 10 a.m.-7 p.m., and Sundays, noon-5 p.m. As of the date the Licensee commences Adult Use retail sales, the hours of operation shall not exceed the hours of 10 a.m. to 10 p.m. on Mondays through Fridays, and 9 a.m. to 10 p.m. on Saturdays and Sundays. The Licensee shall not operate outside of ~~these~~the foregoing hours without Select Board approval. After approximately 90 days from the commencement of Adult Use Sales, the Licensee will appear before the Select Board on the date noticed by the Board for a review of the impacts of ~~these~~the extended hours, and will provide the Board with such information as the Board or its designee requests in connection with such review. If the Licensee opens before 10 a.m. on any day of the week after Board approval, ~~it shall conduct~~ 3-month and 15-month traffic monitoring report completed as part of the proposed Traffic Demand Management Plan ~~shall~~reports that include traffic counts during such earlier periods of operations.

2. Based on the Board's November 20, 2018 approval of NETA's application for a license to sell recreational as well as medical marijuana, and to bring NETA's operations (including its medical marijuana sales operations) under the auspices of the new By-Law, Article 8.37, the Board should vote to grant NETA two (2) licenses: **(a)** A Marijuana Retailer License, and **(b)** a Medical Marijuana Treatment License. Templates for each of the new licenses were provided that provide for an expiration date of December 31, **2019**. The new Article 8.37 permits the Board discretion in establishing the period of the license. Since NETA will not be commencing Adult Use sales until the new year and 2018 is nearly concluded, it is suggested to issue the licenses with the 2019 expiration date rather than issue a 2018 license that will need to be renewed next month.
3. Once the Board votes the two licenses, it should vote to cancel NETA's existing Registered Medical Marijuana (RMD) license.

NEW ENGLAND TREATMENT ACCESS, INC.

TOWN OF BROOKLINE SELECT BOARD MARIJUANA ESTABLISHMENT LICENSE CONDITIONS FOR:

1. MARIJUANA RETAILER LICENSE
2. MEDICAL MARIJUANA TREATMENT LICENSE

(as voted by the Select Board on November [27], 2018)

Definitions

1. The “Establishment” means the business operated at the address identified on the Select Board’s License(s) of the Town of Brookline (“Town”) issued pursuant to the Town’s General By-Laws.
2. “Executive Management Team Members” means the individuals who are responsible for the day-to-day operations of the Establishment, including the chief executive officer (CEO) or executive director (ED), chief operations officer (COO) or director of operations, chief financial officer (CFO) or director of finance, director of human resources, chief medical officer, director of security, and any other individuals involved in the oversight and business management of the Establishment’s operations.
3. “Premises” means the property located at the address identified on the Select Board’s Marijuana Establishment License issued pursuant to the Town’s General Laws.
4. “Inspectional Departments” means the Town’s Police Department, Fire Department, Health Department, Building Department, Planning Department, and/or Department of Public Works/Transportation Division.

General Requirements

5. Until such date as the Licensee commences Adult Use retail sales, the hours of operation shall not exceed Mondays through Saturdays, 10 a.m.-7 p.m., and Sundays, noon-5 p.m. As of the date the Licensee commences Adult Use retail sales, the hours of operation shall not exceed the hours of 10 a.m. to 10 p.m. on Mondays through Fridays, and 9 a.m. to 10 p.m. on Saturdays and Sundays. The Licensee shall not operate outside of the foregoing hours without Select Board approval. After approximately 90 days from the commencement of Adult Use Sales, the Licensee will appear before the Select Board on the date noticed by the Board for a review of the impacts of the extended hours, and will provide the Board with such information as the Board or its designee requests in connection with such review. If the Licensee opens before 10 a.m. on any day of the week after Board approval, it shall conduct 3-month and 15-month traffic monitoring reports that include traffic counts during such earlier periods of operations.
6. The Licensee shall comply with all applicable State and local laws, regulations, by-laws, codes, conditions and agreements with the Town, including, but not limited to, G.L. c. 94G, 935 CMR 500, 105 CMR 725, the Town of Brookline’s General By-Laws

(including, but not limited to, **Article 8.37 of the General By-Laws**), the Town of Brookline's Zoning By-Laws, all applicable Town building, fire prevention, police, and health codes, regulations and standards, and any conditions imposed on licenses and permits held by the Licensee in connection with the Licensed Establishment (including, but not limited to, the Town's Zoning Board of Appeals special permit and any Select Board license). In the event of a conflict between these conditions, on the one hand, and State or local law or regulation, on the other, State or local law or regulation shall govern.

7. The Licensee shall comply with all agreements with the Town, including but not limited to Host Community Agreement ("HCA") with the Town. In the case where the HCA Stipulation(s) conflict with a State or local law or regulation, or with a condition imposed by a Massachusetts Cannabis Control Commission ("CCC") or Massachusetts Department of Public Health ("DPH") marijuana license, a condition of this Select Board License, or the Zoning Board of Appeals special permit, then the State or local law or regulation or License or permit condition shall control.
8. The Licensee shall maintain all permits and licenses required by State and local laws in connection with the Establishment, including, but not limited to, a valid, current license in good standing from the CCC and/or DPH. Any voiding of the license of the CCC and/or DPH by operation of law (including due to cessation of operations, failure to become operational within the permitted time, or relocation without State approval), and any revocation or suspension of the State license applicable to the Establishment, shall result in an automatic suspension of the Select Board license pending hearing or the opportunity therefor and pending further determination by the Select Board made in conformity with law.
9. The Licensee's operations at the Establishment shall be limited to those permitted by a CCC and/or DPH license and the Select Board Marijuana Establishment License pertaining to the Establishment and to the Premises.
10. The Licensee may close the Establishment or cease its operations, whether on a temporary or permanent basis, if permitted by State law, and if permitted by the Select Board after a written request to close or cease operations submitted to the Select Board that explains the reason(s) therefor, the length of such closing or cessation of operations, and any plans to reopen. The notification and request for permission to the Select Board must be submitted thirty (30) days in advance of the closing or cessation of operations. In the event of an emergency preventing the thirty (30) days notice and request for Select Board permission to close or cease operations, the Licensee shall submit the notice and request to as soon as it is aware of the need to close or cease operations. Failure to provide such notice and to obtain such permission may, after hearing or reasonable opportunity therefor, result in cancelation of the license.
11. The Licensee acknowledges that the conditions herein pertain to its sales of marijuana and related products as may be permitted under existing State law, and that in adopting these conditions the Town assumes operations by the Licensee that comply with existing State law. The Town reserves the right to modify these conditions as may be permitted

by law in the event that changes in State law could authorize changes in the products sold by the Licensee or in the nature of the licensee's business.

Management-Related Requirements

12. Unless already approved in connection with the Licensee's Town RMD Select Board License, the Licensee must obtain Select Board approval for Board Members, Executive Management Team Members, Directors, the Manager, and any Alternate Manager(s), and for any changes in Board Members, Executive Management Team Members, Directors, the Manager, and Alternate Manager(s), which may entail the Select Board's review of a person's suitability for such position. In the event that the Select Board or designee undertakes a criminal background check in connection with such suitability determination, the Licensee shall provide to each person for whom it seeks Select Board approval a CORI Acknowledgment Form and a hard or electronic copy of the Town's "CORI Policy: Licensing", and provide to that the person an opportunity to review such materials prior to the person's execution of the CORI Acknowledgement Form and the Establishment's submittal of the executed CORI Acknowledgement Form to the Town.
13. The Licensee must obtain the approval of the Chief of Police or designee for the executive(s) or manager(s) responsible for security at the Premises (including for formulating and/or implementing security measures, plans and policies pertaining to the Licensee's operations, physical facility or transportation to or from the site), and for any change of personnel in such position.
14. A Manager or Alternate Manager must be on the Premises during the Establishment's hours of operation. In the event of an emergency, the Manager or Alternate Manager on site who needs to leave the Premises shall designate an Alternate Manager to act as the temporary manager on duty. A written record shall be kept which identifies the Manager or Alternate Manager on duty for each shift. The Manager or Alternate Manager on duty shall have total responsibility for the proper operation of the Establishment's Premises and operations.

Operational Requirements

15. There shall be no consumption, production or manufacture of any marijuana products at the Establishment. Production and manufacture does not pertain to repackaging of marijuana products produced or manufactured off-site.
16. Deliveries of products shall not originate from the Premises unless explicitly required by State law.
17. The Licensee shall have a police officer on-site to direct pedestrian and vehicular traffic in and out of the Premises during operating hours. An additional police officer may be required if requested by the Brookline Police Department.
18. NETA will install sufficient concave mirror(s) to permit staff and detail officers to view

2018-11-23 Draft

the two parking spots directly behind the Eversource transformer station from the upper lot.

19. The Licensee shall have an attendant on the Premises during the Establishment's hours of operation to assist visitors with parking vehicles and with ingress onto and egress from the Premises.
20. The Company shall not supply marijuana or marijuana products free of charge or as otherwise prohibited by 935 CMR 500.105. Prohibited endeavors shall include, but are not limited to, product "giveaways", gifts, coupons, free or donated marijuana or the distribution of marijuana or marijuana products as an incentive, prize or bonus in a game, contest or tournament involving skill or chance.
21. The Licensee shall comply with the Transportation Demand Management Plan ("TDMP") submitted to the Town pursuant to conditions of the Licensee's special permit, as those provisions may be amended with Town approval.
22. The Company shall accept as valid proof of age a government-issued photographic identification containing a date of birth, both in connection with sales by the Company through the Establishment's operations and for deliveries of marijuana and marijuana products to locations within the Town. The Licensee shall use Police Department-approved ID scanner technology to verify the adult consumer is 21 years of age or older prior to entry into the facility and will verify ID again at point of sale. Medical patients shall be verified prior to entry and at the point of sale using the state tracking system to confirm state registration. As recommended by the Brookline Police Department in order to optimize the process for checking identifications prior to entry, the Licensee shall install some type of awning or shade at the entry door and shall also procure a shade cover for the scanning devices in order for staff to better view the scanning device.
23. Queuing of pedestrians on the sidewalk is permitted on a trial basis for the first six months of adult use sales only. The Licensee shall have one staff person on-site to monitor and manage customer queuing on the public sidewalk. A clear path for pedestrians at least four (4) feet in width shall be kept open on the sidewalk at all times, including hours when the business is closed to the public. NETA staff will monitor the line and take steps to ensure that the 4-foot path of travel is present at all times for the entire length of the line, including asking customers to leave and return at another time, if necessary. The Licensee shall take measures to prevent customer queuing on the sidewalk from extending beyond the corner of Washington Street and White Place and in front of the stairs at the main entrance on the corner of Washington Street and Boylston Street, including turning customers away if the queues reach this corner, if necessary, at all times, including hours when the business is closed to the public. Temporary stanchions shall be used to keep the customer line in single file and to maintain a clear path of travel of four (4) feet. The stanchions shall be removed at the close of business or when not in use. If queuing occurs during times when the facility is not open, the Licensee shall work with the Town to implement measures to ameliorate any potential nuisance conditions posed thereby, including hiring a detail officer during hours when the

business is closed to the public and providing staff during such hours to assist with managing queuing conditions. If the Town otherwise determines that queuing on the public sidewalk has become a safety hazard or nuisance, the Licensee shall meet with town officials to identify and implement methods to eliminate any queuing on the sidewalk. Any Town-recommended methods to reduce or mitigate queuing shall be borne by the Licensee. The Licensee shall comply with Town requirements relating to sidewalk occupancy permits from the Department of Public Works for such stanchions. The Licensee shall work with the Town on a Town-approved opening plan in anticipation of the commencement of Adult Use sales. The Licensee shall implement Town-recommended measures for the opening plan, which may include, but is not limited to, providing for off-hours staffing at the exterior of the building to manage lines and crowds, the hiring of one or more additional detail officers, and queuing in the Premises' parking lot in lieu of the public sidewalk during certain hours. The Licensee will not commence Adult Use sales prior to receiving written Police Department approval of the opening plan.

24. During periods of snow, NETA will maintain the public sidewalk on the exterior of the Premises in a non-slippery condition and will remove snow banks from the full width of the sidewalk to allow for the free flow of pedestrian traffic.
25. The Licensee will work cooperatively with the Inspectional Departments in their efforts to monitor the efficacy of its procedures related to directing customers and staff to off-street parking and to implement recommended changes arising from such monitoring.
26. The Licensee will endeavor to identify additional off-street customer parking opportunities in the vicinity in addition to the Homewood Suites.
27. The Licensee will post Police Department-approved signage conspicuously displayed in the vicinity of sales transactions areas that inform the public of the penalties for driving under the influence of marijuana, of the penalties for persons purchasing marijuana while under-aged or on behalf of an under-aged person, and for possessing an open container of marijuana in the passenger area of a motor vehicle.

Security-Related Requirements

28. The Licensee shall immediately notify the Town's Police Department of any known or suspected violation of criminal law that has taken place on or near the location of the Establishment. This is to include any criminal behavior related or unrelated to the business of the Establishment.
29. The Licensee shall promptly copy the Town's Chief of Police on any notifications and submissions it makes to the Massachusetts Department of Public Health pursuant to 105 CMR 725.110(F) and/or 935 CMR 500.110(7) or other provision of law relating to the Establishment ("Incident Reporting").

30. The Licensee shall facilitate the immediate access and transfer of video footage from any video surveillance system of the Establishment's interior or exterior when so requested by the Town's Police Department (which request may be made when the Police Department has a reason to believe that such footage may be of assistance in an ongoing investigation related or non-related to the Establishment's business).
31. The Licensee shall connect its alarm system to a third party monitoring system, and notify the Town's Chief of Police about said third party monitoring system. In the event of accidental activation of a panic alarm, the Licensee will notify the Police Department that the activation was accidental. The Police Department may conduct a check of the facility in the event of an accidental activation.

Public Health-Specific Requirements

32. All packaging and labeling of marijuana and marijuana products must be done in accordance with State law and regulations.
33. The Licensee must distribute a Patient Handbook to registered medical marijuana patients, and must provide educational materials for adult use consumers. Both patient and adult use educational materials must include information to ensure proper MIP dosage and safety tips, including instructions, information and warnings about the following:
 - a. Dosage safety: urging consumption on a "start Low" and "go slow" basis, including information about variability among individual tolerance to products and person-to-person variation in the effects;
 - b. Guidance for first-time or low-tolerance patients or consumers;
 - c. Information regarding dosage and ingredients of available products;
 - d. Duration: Information about both the time interval until the product effects are felt and the length of product effects;
 - e. Responsible storage: Direction to keep products away from children, kept in child-resistant packaging, and not to store near other food items;
 - f. Driving and machinery: Not to operate a vehicle or machinery under the influence;
 - g. Pregnancy: That there may be additional health risks associated with consumption of this product for women who are pregnant, breastfeeding, or planning on becoming pregnant.
 - h. With regard to edible MIPs:
 - (i) Alcohol: Not to mix MIPs with alcohol;
 - (ii) Eating first: To eat a full meal before consuming MIPs as doing so helps in lowering the intensity of the effects.
34. Marijuana and marijuana products, including edible marijuana products, are subject to random inspection and testing by the Town, and/or verification by the Town that inspection and/or testing has occurred, as may be consistent with State law.

2018-11-23 Draft

35. There shall be no production or manufacture of any products at the Establishment. This does not pertain to repackaging of cannabis products produced or manufactured off-site.
36. The Licensee shall keep an updated product and price list on file with the Board and the Town's Health Department.

Facility-Specific Requirements

37. The Licensee shall maintain a designated patient/handicap drop off space/zone within its parking lot.
38. The Licensee shall conspicuously post signage at any entrance actively used by the public indicating that entry into the premises by persons not possessing valid identification is prohibited. The notice shall be no smaller than 8.5" by 11."
39. The Licensee shall conspicuously post signs in the parking lot informing the public that parking spaces are for use by NETA customers only and that parking time is limited to 30 minutes maximum.
40. The Licensee shall maintain and keep all of its parking facilities clean from garbage and debris.
41. Prior to opening for Adult Use, the Licensee shall seal and stripe the customer parking lot adjacent to the facility.
42. The Licensee shall install and maintain lighting near its bicycle rack.
43. The Licensee shall procure and maintain the use of a pedestal-style "Parking Lot Full" sign in the customer parking lot adjacent to the facility.

Community Relations-Specific Requirements

44. The Licensee must hold an annual community meeting to provide abutters and community residents with an opportunity to comment on the Licensee's operating practices, policies and plans.
 - (a) Community meetings shall be advertised in the Brookline local newspaper between two (2) and four (4) weeks in advance of the meeting and announced on the Licensee's website beginning at least four (4) weeks in advance of the meeting and through the date of the meeting.
 - (b) The Licensee shall promptly notify the Town Administrator of community meetings and supply a copy of the Brookline local newspaper advertisement.
 - (c) The Licensee shall notify all Town Meeting members of community meetings two (2) to three (3) weeks in advance of the meeting.
 - (d) As part of the Town's annual license renewal process, the Licensee shall submit a report outlining the number of attendees, a summary of comments received, and

proposed responses and plans to address comments.

Access to Information and Required Notifications and Submissions

45. The Licensee shall cooperate and comply with requests for information made by the Select Board and its agents.
46. Within twenty-four (24) hours of receipt of notice of it, the Licensee shall:
 - (a) file with the Town Administrator, Director of Public Health and the Building Commissioner any summary cease and desist order, cease and desist order, quarantine order, suspension order, revocation order, order limiting sales, deficiency statement, plan of correction, notice of a hearing, notice of any other administrative process or legal action, denial of a Certificate of Registration, denial of a renewal of a Certificate of Registration, or final action issued by a state or federal agency (including, but not limited to, the CCC and/or DPH) regarding the Licensee or the Licensee's Certificate of Registration;
 - (b) inform the Town Administrator if any of the Licensee's State agent registrations is revoked, if a renewal application for a State agent registration is denied, or if the agent is subject to any pending administrative process or legal action; and
 - (c) Inform the Town Administrator of receipt of notice of any federal enforcement action against or investigation of the Licensee.
47. Within fourteen (14) days of submission to the CCC and/or DPH, the Licensee shall provide to the Select Board a copy of its application to the CCC and/or DPH for an original or renewed CCC or DPH license, with personal information such as birth dates, social security numbers (including last 4 digits), financial/bank account numbers, driver's license numbers and criminal offender record information (CORI), and personal addresses, telephone numbers and email addresses redacted. Copies of such applications may be disclosed in accordance with the provisions of the Public Records law. The Company may identify information within such documents that has not been redacted that it believes is non-public record information, for the Town's consideration.
48. The Licensee shall promptly provide prior written notice to the Town Administrator of its intent to cease accepting a form of electronic payment (*e.g.*, credit or debit card).
49. The Company shall provide the Town Administrator, Chief of Police, Fire Chief, Health Director, Planning Director, and Building Commissioner with an up-to-date list of the names, 24-hour telephone numbers and email addresses of all Executive Management Team Members, Managers, Alternate Managers, and key holders of the Premises to whom the Town may communicate if necessary during business hours and after business hours.
50. Executive Management Team Members, Managers and Alternate Managers shall respond within twenty-four (24) hours of contact by a Town staff member. The Company agrees to appear before the Select Board and/or to communicate with Town staff if requested to

do so.

51. The Licensee shall maintain on the Premises in a readily-accessible location one or more binders containing (a) all operating policies and procedures required by 935 CMR 500 and 105 CMR 725, (b) an up-to-date list of all products sold by the Licensee through the Establishment's operations, including the strains and forms in which marijuana and marijuana products are sold, along with prices charged, (c) the Licensee's entire application for an original CCC and/or DPH license in connection with the Establishment and any application for a Town Select Board license, in addition to renewal applications for such licenses, if dating within the past five (5) years; (d) a Town Health Department-approved pest control and a rubbish and litter plan, (e) a copy of the Registration Cards for the Establishment's Agents staffing, or supervising staff, of the Establishment, and (f) proof of a general liability insurance policy or escrow account as required by 935 CMR 500 and/or 105 CMR 725. Upon the request of the Select Board or its agent, the licensee shall make the binder(s) available for inspection.
52. The Licensee will cooperate with a pre-operational inspection by the Inspectional Departments prior to commencing recreational marijuana and recreational marijuana product sales.
53. The Licensee shall submit requested data and reports to the Board and its agents in the form and manner that they may determine. The Licensee may identify information within such documents that it believes is non-public record, for the Town's consideration. These submissions shall include, as part of the annual Town license renewal process, an annual report the accuracy and completeness of which is attested to under penalties of perjury detailing information that shall include:
 - i. Names and 24-hour site contact information for all Executive Management Team members, Managers and Alternate Managers;
 - ii. An independent financial audit of the Licensee prepared by a licensed CPA for the preceding fiscal year;
 - iii. The number and geographical distribution of customers visiting the facility by month (zip code information will suffice with regard geographical distribution information);
 - iv. In connection with the Transportation Demand Management Plan, performance monitoring records, reports and records of any required remedial actions, and any other records as may permit the Select Board to review the effectiveness of the TDMP and that may evidence the Licensee's continued implementation of and compliance with the TDMP's performance goals;
 - v. The number and percentage of on-site employees using the Licensee's public transportation subsidy for employees, and the number and percentage of on-site employees who generally commute to the facility using a means other than a vehicle parked in Town;
 - vi. Total number of employees whose duties entail working at the facility on a part- or full-time basis;
 - vii. Certification that all employees who drive to the facility are instructed to park

- in an off-site private parking facility;
- viii. A description of changes or additions to the information the Licensee had previously provided to the Town as part of its application.
- ix. A copy of the complete application for renewal to the CCC and/or DPH, redacted in conformity with the above. The Licensee may identify any additional information within such redacted documents that it believes is non-public record, for the Town's consideration.
- x. In connection with community meetings held during the preceding license period, a report outlining the number of attendees, a summary of comments received, and proposed responses and plans to address comments.
- xi. A report summarizing community complaints received during the preceding license period other than through community meetings, including the number of complaints received, a summary of the substance of each of the complaints, and the manner in which the Licensee addressed and/or remediated each of the complaints (or its planned response(s), with respect to complaints not yet addressed/remediated).



No.: **[INSERT NO]**

**Commonwealth of Massachusetts
Town of Brookline**

**LICENSE TO OPERATE AS A
MARIJUANA RETAILER**

**THE BOARD OF SELECTMEN
Hereby Grants a License to Operate as a
Marijuana Retailer**

(Town of Brookline General By-Laws, Article 8.37)

**To: New England Treatment Access, LLC
on the following premises: 160 Washington St., Brookline, MA 02445**

on the following days and at the following times:

Mondays-Fridays: 10 a.m. – 10 p.m.

Saturdays and Sundays: 9 a.m. - 10 p.m.

This license is granted subject to, and conditioned on, the licensee's compliance with all applicable state and local laws, regulations and codes and with all conditions on this license established by vote of the Board of Selectmen, and it expires on **December 31, 2019.**

IN TESTMONY WHEREOF, the undersigned have hereunto affixed their official signatures on **[DATE].**

THIS LICENSE MUST BE DISPLAYED ON THE PREMISES

Conditions:

As voted by the Board of Selectmen. See attached.



No.: [INSERT NO]

**Commonwealth of Massachusetts
Town of Brookline**

**LICENSE TO OPERATE AS A
MEDICAL MARIJUANA
TREATMENT CENTER**

THE BOARD OF SELECTMEN
Hereby Grants a License to Operate as a
Medical Marijuana Treatment Center
(Town of Brookline General By-Laws, Article 8.37)

To: New England Treatment Access, LLC
on the following premises: **160 Washington St., Brookline, MA 02445**
on the following days and at the following times:
Mondays – Saturdays: 10 a.m. – 7 p.m.
Sundays: 9 a.m. – 10 p.m.

This license is granted subject to, and conditioned on, the licensee's compliance with all applicable state and local laws, regulations and codes and with all conditions on this license established by vote of the Board of Selectmen, and it expires on **December 31, 2019.**

IN TESTMONY WHEREOF, the undersigned have hereunto affixed their official signatures on **[DATE].**

THIS LICENSE MUST BE DISPLAYED ON THE PREMISES

Conditions:

As voted by the Board of Selectmen. See attached.

One Day License
(Wine & Malt Beverages – Sales)

Applicant: Morry Sapoznik
DBA: The Olive Connection
Location: 1426 Beacon Street

Application Details:

Holiday Event
December 4, 2018 from 6:00pm-8:00pm

Report:

Police Department (Approved)



BROOKLINE POLICE DEPARTMENT

Brookline, Massachusetts

ANDREW B. LIPSON
CHIEF OF POLICE

TO: Chief Andrew Lipson

FROM: Lieutenant Michael Raskin

DATE: November 18, 2018

RE: Wine and Malt Beverages – One Day License – Sales – 12/04/2018
Olive Connection, 1426 Beacon St

Sir,

The Olive Connection, 1426 Beacon St, through owner Morry Sapoznik, has applied for a Section 14 One Day License to serve wine and malt beverages during a holiday event for Temple Israel to be held on Tuesday, December 4, 2018 from 6:00 PM to 8:00 PM.

Mr. Sapoznik will be the responsible manager on site for the event. He will ensure compliance with all applicable federal, state and local laws, regulations, ordinances and any conditions on the permit.

Up to 25 guests, ages 21 and over, will be attending the event. Available for guests will be 1 case of wine. There is no admission fee and guests will not be charged for their wine. The wine will be served by Mr Sapoznik, who is certified in the safe service of alcohol.

I see no reason to oppose this license request.



TOWN OF BROOKLINE
APPLICATION FOR A TEMPORARY WINE AND MALT ALCOHOLIC
BEVERAGES SALES LICENSE

Date: 11-8-18

I hereby make application for a TEMPORARY ALCOHOLIC BEVERAGE LICENSE
for the purpose of selling and dispensing WINE AND MALT alcoholic beverages
permitted by law at a

holiday Event - Temple Israel
(state whether meeting, banquet, concert, picnic, wedding, etc.)

which is to be held by Olive Connection
(Name of Organization)

1426 Beacon St. Brookline
(Address of Organization)

a Retail organization, on the 4th day of December
between the hours of 6-8 at the following described place:

Olive Connection Brookline

[NOTE: Under state law, temporary licensees may not sell alcoholic beverages between the hours of 2 a.m. and 8 a.m.]

State law permits issuance of a temporary license to sell alcohol only to the responsible manager of an organization.

The above organization represents and warrants that the following individual is the organization's responsible manager:

Name: Morry Sapoznik Address: 37 Lowell Rd Brookline

Title: Owner Date of Birth: 06-07-46

Telephone number(s) (24-hour contact information): 617-921-5107

Email address(es): sportsman2@mac.com

Complete name and address of officer of the organization applying:

Name: Apple Title: _____ Address: _____

Name: _____ Title: _____ Address: _____

Name: _____ Title: _____ Address: _____

1) How many cases or barrels, etc. of malt or wine beverages are to be available for sale? none for sale

2) What is the maximum number of people to attend? 25

3) What is the age group of people to attend? over 21

4) Are you charging an admission fee? no

5) How will alcoholic beverages be dispensed or served and by whom? Please state the names, addresses and telephone numbers of all person(s) serving alcoholic beverages. Morvy, Sapoznik - owner

tip card enclosed.

6) State whether or not the person(s) dispensing or serving alcohol received TIPS certification or equivalent safe-service-of-alcohol training, and the date(s) of any such certification or training. (PLEASE ATTACH DOCUMENTATION PERTAINING TO SUCH CERTIFICATION OR TRAINING.): _____

7) If any attending are under age 21, what method will be used to check I.D. and what procedures will be followed to make certain that those under age 21 are not served and are not allowed to consume alcoholic beverages? none

8) Will a police detail or other types of security be provided? no

If "Yes" what type and how many? _____

Note: Police details are arranged for by contacting the Brookline Police Department.

9) If different from the responsible manager identified above, please state the name, address, age, and 24-hour contact information of the official, employee, or representative of the organization who will be physically present at the event and who has been duly authorized by the organization to be responsible for supervising the event to ensure compliance with all applicable federal, state, and local laws, regulations, ordinances and conditions on the license and maintenance of order and decorum:

(Name) (Address) (Date of Birth)

Telephone number(s) (24-hour contact information): _____

Email address(es): _____

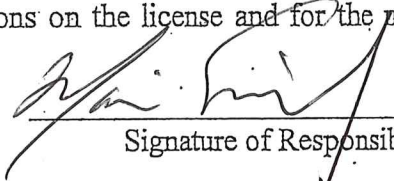
10) Does the organization have a pending application for a liquor license as a common victualler, innholder or club? Is the premises for which a temporary license is sought already the subject of a liquor license? _____ Yes _____ No

If the answer is yes to either question, please detail: _____

11) Please describe the portion(s) of the premises where the sale, storage and/or furnishing of alcohol will take place, including a specification and description of all indoor and outdoor portions of the premises (e.g., in the case of a function, table areas, bars, dance floors, tented area, etc.): we will have 1 case of wine to serve

Town Property Use: In the event that the applicant seeks to use a Town property in connection with the event that is the subject of this application, this application must be accompanied by proof that the applicant has secured, and that there is in effect during the period of time for which the license is sought, a general liability policy naming the Town as an additional insured, or, if the general liability policy exempts alcohol-related incidents or occurrences, a liquor liability policy naming the Town as an additional insured. By signing this application, the organization and its officers, employees, agents and representatives absolve the Town and its officials, officers, employees, agents and representatives from all liability in connection with the applicant's proposed use. By signing this application, the organization agrees to indemnify the Town for any damage to the Town's personal and real property resulting from the use, and agrees to indemnify the Town for any expenses the Town incurs in restoring the property to its condition prior to the use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use).

Certification: I certify that I, as the responsible manager of the organization, have been duly authorized to apply for this license on behalf of the organization, and that I will be responsible for the organization's compliance with all applicable federal, state, and local laws, regulations, ordinances and conditions on the license and for the maintenance of order and decorum at the event.



Signature of Responsible Manager

TIPS eTIPS Off Premise 2.0 SSN: XXX-XX-XXXX
Issued: 1/6/2016 Expires: 1/6/2019
ID#: 4161250 D.O.B.: XX/XX/XXXX

Maurice Sapoznik
Olive Connection
1426 Beacon St
Brookline, MA 02446-2003

For service visit us online at www.gettips.com



HEALTH COMMUNICATIONS INC.
1400 Key Blvd., Suite 700
Arlington, VA 22209
703-524-1200
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature: _____

From: maurice sapoznik sportsman2@me.com
 Subject:
 Date: April 5, 2018 at 10:53 AM
 To:



OLIVCON-01

SSILVERSTEIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
 Provider Group
 60 Gould Street, Suite 122
 Needham, MA 02494

CONTACT
 NAME:
 PHONE
 (A/C, No, Ext): (781) 444-0347
 E-MAIL
 ADDRESS: needhamr@providerig.com
 FAX
 (A/C, No): (781) 444-8961

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Ohio Security Insurance Company

24082

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Olive Connection, LLC
 c/o Maurice & Carol Sapoznik
 37 Lowell Street
 Brookline, MA 02445

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SP TL	TYPE OF INSURANCE	ADOL SUBR RISO, WND	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR		BZS6606269	05/15/2018	05/15/2019	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 15,000
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMPOUND AGG \$ 2,000,000
						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Per accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRE AUTOS ONLY	NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	Y/N	N/A			PER STATUTE OTH \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED (Mandatory in MA)					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town Of Brookline
 Attn: Town Hall
 333 Washington St
 Brookline, MA 02441

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

One Day License

(All Kinds Alcoholic Beverages – Non-Sales)

Applicant: Karen Hasenfus
DBA: Larz Anderson Auto Museum
Location: 15 Newton Street

Application Details:

Holiday Party
December 5, 2018 from 6:00pm-11:00pm

Report:

Police Department (Approved)



ANDREW B. LIPSON
CHIEF OF POLICE

BROOKLINE POLICE DEPARTMENT

Brookline, Massachusetts

TO: Chief Andrew Lipson

FROM: Lieutenant Michael Raskin

DATE: November 18, 2018

RE: All Kinds of Alcoholic Beverages – One Day Permit – Non-Sales – 12/05/2018
Larz Anderson Auto Museum

Sir,

The Larz Anderson Auto Museum, through Operations and Events Manager Karen Hasenfus, has applied for a Section 14 One Day Permit to serve all kinds of alcoholic beverages for a holiday party to be held on Wednesday, December 5, 2018 from 6:00 PM to 11:00 PM.

Ms Karen Hasenfus and/or Ms Sylvia Passley-Harris will be the responsible managers on site for this event and will ensure compliance with all applicable federal, state and local laws, regulations, ordinances and any conditions on the permit, as well as previously discussed conditions.

Guests will not be charged for alcoholic beverages. Organizers are expecting no more than 50 guests to attend, approximately 50 years of age. A Crowd Manager Certificate has been submitted.

All alcoholic beverages at this event will be served by bartenders provided by Boston Catering and Events, who employs certified bartenders. The caterer has submitted a copy of their bartenders' certification in the safe service of alcohol. Available for the guests will be 2 cases of wine, 2 cases of beer and 2 bottles of liquor. A copy of caterer's Certificate of Liability Insurance specifically naming the Town of Brookline as a holder of the certificate has been submitted.

A uniformed police detail officer will be assigned to provide security and to manage traffic issues if they arise. Detail Sgt Heavey was notified of the application.

I see no reason to oppose this application.



**TOWN OF BROOKLINE
APPLICATION FOR A PERMIT TO SERVE ALCOHOLIC BEVERAGES ON
TOWN PROPERTY (NON SALES /ALL TYPES)**

Date November 13, 2018

I hereby make application for a PERMIT TO SERVE ALCOHOLIC BEVERAGES ON TOWN PROPERTY at a

Holiday Party
(state whether a meeting, banquet, concert, picnic, wedding, etc.)

Which is to be held at the Larz Anderson Auto Museum
(Name of Person of Organization)

15 Newton Street , Brookline MA 02445
(Address of Person of Organization)

On the 5th day of December, 2018

Between the hours of 6:00 PM—11:00 PM at the following described Town property:

The Larz Anderson Auto Museum

If the applicant is an organization, complete name and address of the organization's officers:

Name: John Darack Title: President Address: 96 Lakeshore Drive Wayland

Name: William Keeney Title: Vice President Address: 2221 Washington St. Newton

Name: Marc Daniel Title: Treasure Address: 35 Priscilla Lane Quincy

NOTE: If the answer to Questions 4, 5, 6 or 7 is yes, you do not qualify for a non-sales permit and you should seek instead a special license to sell alcohol.

1) How many cases or barrels, etc. of each type of alcoholic beverage will be made available to guests?
2 cases each wine and beer and 2 bottles each other

2) What is the maximum number of people to attend? 50

3) What is the age group of people to attend? 50

4) Are you charging an admission fee? NO

5) Are you charging for alcoholic beverages? NO

6) Is the event open to the public? NO

7) Are tickets to the event available for purchase? NO

8) How will alcoholic beverages be dispensed or served and by whom? Please state the names, addresses of all person(s) serving alcoholic beverages.

Bartender will be provided by Boston Catering and Events (781) 938-9300

9) State whether or not the person(s) dispensing or serving alcohol received TIPS certification or equivalent safe-service of alcohol training and the date(s) of any such certification or training and attach documentation pertaining to such certification or training:

Bartenders are all certified and insured

10) If any attending are under age 21, what method will be used to check ID and what procedures will be followed to make certain that those under age 21 are not served and are not allowed to consume alcoholic beverages?

Bartenders will check ID's

11) Will a police detail or other types of security be provided? YES

If "YES" what type and how many? Brookline Police detail

12) Please state the name, address, age and 24-hour contact information of the individual (who must be at least 21 years of age) who will be physically present at the event and who will ensure compliance with all applicable federal, state and local laws, regulations, ordinances and any conditions on the permit and who will ensure the maintenance of order and decorum:

Sylvia Passley Harris	Clyde St.	Brookline MA	05/26/1955
Karen Hasenfus	74 Main Street	Medfield MA	09/29/1954
(Name)	(Address)		(Date of Birth)

Telephone number: (617) 522-6547 (617) 283-7265

Email Address: khasenfus@larzanderson.org feonapassley@hotmail.com

This application must be accompanied by proof that the applicant has secured, and there is in effect during the period of time for which the permit is sought, a general liability policy naming the Town as the additional insured or if the general liability policy exempts alcohol related incidents or occurrences a liquor liability policy naming the Town as an additional insured.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with the applicant's use of Town property. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's personal and real property resulting from the applicant's use of Town property and agrees to indemnify the Town for any expenses the Town incurs in restoring Town property to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use.



Signature

Name Printed

Title (if on the behalf of an Organization)

Address

Telephone number(s)

Email address(es)



BOSTCAF-01

ABIGAILTARVER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 36 South River Road Bedford, NH 03110	CONTACT NAME: Karra LaPointe	
	PHONE (A/C, No, Ext): (617) 405-1547	FAX (A/C, No):
	E-MAIL ADDRESS: karra.lapointe@nfp.com	
INSURED Boston Cafe & Catering Inc. DBA: Boston Catering & Events 325 New Boston Street #15 Woburn, MA 01801	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Ohio Security Insurance Company	NAIC # 24082
	INSURER B : Safety Indemnity Insurance Co	33618
	INSURER C : Ohio Casualty Insurance Company	24074
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKS55993653	03/01/2018	03/01/2019	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6227798	03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO55993653	03/01/2018	03/01/2019	EACH OCCURRENCE \$ 3,000,000
							AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N	N / A				
	If yes, describe under DESCRIPTION OF OPERATIONS below						
A	Liquor Liability			BKS55993653	03/01/2018	03/01/2019	General Aggregate 2,000,000
A	Liquor Liability			BKS55993653	03/01/2018	03/01/2019	Each Occurance 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Section 3A State: MA

For an event to take place at the Larz Anderson Auto Museum on Wednesday, December 5, 2018.

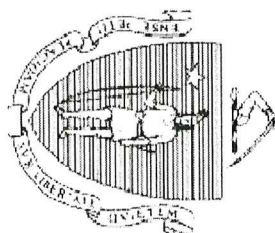
CERTIFICATE HOLDER

CANCELLATION

Town of Brookline 333 Washington St. Brookline, MA 02445	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services
Office of the State Fire Marshal



Certificate of Completion

This certifies that

Karen Hasenfus

Successfully completed the Crowd Manager Training Program
In accordance with 527 CMR, sec. 10.13(d) – Designation of a Crowd Manager

Date issued: March 28, 2017

Expires: March 28, 2020

Certificate #: Tw1W1uz5JOUCh20

Peter Ostroskey

State Fire Marshal



eTIPS On Premise 3.0

CERTIFIED

Issued: 10/28/2016

Expires: 10/28/2019

ID#: 4387426

Tonya Renae Fleming
Lynn Yacht Club
86 Lynnway
Lynn, MA 01902-3419

For service visit us online at www.gettips.com

One Day License

(All Kinds Alcoholic Beverages – Non-Sales)

Applicant: Karen Hasenfus
DBA: Larz Anderson Auto Museum
Location: 15 Newton Street

Application Details:

Corporate Holiday Party
December 6, 2018 from 5:30pm-11:00pm

Report:

Police Department (Approved)



ANDREW B. LIPSON
CHIEF OF POLICE

BROOKLINE POLICE DEPARTMENT

Brookline, Massachusetts

TO: Chief Andrew Lipson

FROM: Lieutenant Michael Raskin

DATE: November 18, 2018

RE: All Kinds of Alcoholic Beverages – One Day Permit – Non-Sales – 12/06/2018
Larz Anderson Auto Museum

Sir,

The Larz Anderson Auto Museum, through Operations and Events Manager Karen Hasenfus, has applied for a Section 14 One Day Permit to serve all kinds of alcoholic beverages for a corporate holiday party to be held on Thursday, December 6, 2018 from 5:30 PM to 11:00 PM.

Ms Karen Hasenfus and/or Ms Sylvia Passley-Harris will be the responsible managers on site for this event and will ensure compliance with all applicable federal, state and local laws, regulations, ordinances and any conditions on the permit, as well as previously discussed conditions.

Guests will not be charged for alcoholic beverages. Organizers are expecting no more than 100 guests to attend, approximately 40 years of age. A Crowd Manager Certificate has been submitted.

All alcoholic beverages at this event will be served by bartenders provided by Cuisine Chez Vous, who employs certified bartenders. The caterer has submitted a copy of their bartenders' certification in the safe service of alcohol. Available for the guests will be 4 cases of wine, 4 cases of beer and 4 bottles of liquor. A copy of caterer's Certificate of Liability Insurance specifically naming the Town of Brookline as a holder of the certificate has been submitted.

A uniformed police detail officer will be assigned to provide security and to manage traffic issues if they arise. Detail Sgt Heavey was notified of the application.

I see no reason to oppose this application.



**TOWN OF BROOKLINE
APPLICATION FOR A PERMIT TO SERVE ALCOHOLIC BEVERAGES ON
TOWN PROPERTY (NON SALES /ALL TYPES)**

Date December 8, 2018

I hereby make application for a PERMIT TO SERVE ALCOHOLIC BEVERAGES ON TOWN PROPERTY at a

Corporate Holiday Party
(state whether a meeting, banquet, concert, picnic, wedding, etc.)

Which is to be held at the Larz Anderson Auto Museum
(Name of Person of Organization)

15 Newton Street , Brookline MA 02445
(Address of Person of Organization)

On the 6th day of December, 2018

Between the hours of 5:30 PM—11:00 PM at the following described Town property:

The Larz Anderson Auto Museum

If the applicant is an organization, complete name and address of the organization's officers:

Name: John Darack Title: President Address: 96 Lakeshore Drive Wayland

Name: William Keeney Title: Vice President Address: 2221 Washington St. Newton

Name: Marc Daniel Title: Treasure Address: 35 Priscilla Lane Quincy

NOTE: If the answer to Questions 4, 5, 6 or 7 is yes, you do not qualify for a non-sales permit and you should seek instead a special license to sell alcohol.

1) How many cases or barrels, etc. of each type of alcoholic beverage will be made available to guests?

4 cases each wine and beer and 4 bottles each other

2) What is the maximum number of people to attend? 100

3) What is the age group of people to attend? 40

4) Are you charging an admission fee? NO

5) Are you charging for alcoholic beverages? NO

6) Is the event open to the public? NO

7) Are tickets to the event available for purchase? NO

8) How will alcoholic beverages be dispensed or served and by whom? Please state the names, addresses of all person(s) serving alcoholic beverages.

Bartender will be provided by Cuisine Chez Vous (617) 576-3652

9) State whether or not the person(s) dispensing or serving alcohol received TIPS certification or equivalent safe-service of alcohol training and the date(s) of any such certification or training and attach documentation pertaining to such certification or training:

Bartenders are all certified and insured

10) If any attending are under age 21, what method will be used to check ID and what procedures will be followed to make certain that those under age 21 are not served and are not allowed to consume alcoholic beverages?

Bartenders will check ID's

11) Will a police detail or other types of security be provided? YES

If "YES" what type and how many? Brookline Police detail

12) Please state the name, address, age and 24-hour contact information of the individual (who must be at least 21 years of age) who will be physically present at the event and who will ensure compliance with all applicable federal, state and local laws, regulations, ordinances and any conditions on the permit and who will ensure the maintenance of order and decorum:

Sylvia Passley Harris	Clyde St.	Brookline MA	05/26/1955
Karen Hasenfus	74 Main Street	Medfield MA	09/29/1954
(Name)	(Address)		(Date of Birth)

Telephone number: (617) 522-6547 (617) 283-7265

Email Address: khasenfus@larzanderson.org feonapassley@hotmail.com

This application must be accompanied by proof that the applicant has secured, and there is in effect during the period of time for which the permit is sought, a general liability policy naming the Town as the additional insured or if the general liability policy exempts alcohol0trelated incidents or occurrences a liquor liability policy naming the Town as an additional insured.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with the applicant's use of Town property. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's personal and real property resulting from the applicant's use of Town property and agrees to indemnify the Town for any expenses the Town incurs in restoring Town property to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use.



Signature

Name Printed

Title (if on the behalf of an Organization)

Address

Telephone number(s)

Email address(es)



CERTIFICATE OF LIABILITY INSURANCE

OP ID: CK

DATE (MM/DD/YYYY)

11/08/18

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cohen-Miles Insurance Agcy Inc 375 Concord Ave, Ste 005 Belmont, MA 02478-3045 Chris Keough		Phone: 617-489-1213 Fax: 617-489-0151	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: CUISINE														
INSURED Cuisine Chez Vous, Inc. Eamon Casey 7 Miller Street Somerville, MA 02143		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Peerless Ins Co</td> <td>24047</td> </tr> <tr> <td>INSURER B : Peerless Ins Co</td> <td>24047</td> </tr> <tr> <td>INSURER C : Norfolk & Dedham Group</td> <td>23965</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Peerless Ins Co	24047	INSURER B : Peerless Ins Co	24047	INSURER C : Norfolk & Dedham Group	23965	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :																	
INSURER E :																	
INSURER F :																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CBP8224983	01/01/18	01/01/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA8228583	01/01/18	01/01/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			CU8221385	01/01/18	01/01/19	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WE060022A	01/01/18	01/01/19	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Contents			CBP8224983	01/01/18	01/01/19	515,000 1000 ded.
B	Liquor Liability			CBP8224983	01/01/18	01/01/19	occ /agg 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 caterer. Additional Insured: Town of Brookline, 333 Washington St, Brookline Ma. For an event to take place at the Larz Anderson Auto Museum on Thursday, December 6, 2018

CERTIFICATE HOLDER

CANCELLATION

Lars Anderson Auto Museum
 15 Newton St
 Brookline, MA 02445

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 Chris Keough

Congratulations!

You have successfully completed the ServSafe Alcohol Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied and are knowledgeable about how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol Training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about your full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Senior Vice President, National Restaurant Association Solutions

ServSafe
National Restaurant Association

ID # 14864130
CARD # 15700769

ServSafe® Alcohol CERTIFICATE

MARISA ANDERSON

NAME

10/26/2017

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.



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Sherman Brown
Senior Vice President, National Restaurant Association Solutions

This certificate confirms completion of the ServSafe Alcohol responsible alcohol service program.

NATIONAL
RESTAURANT
ASSOCIATION

175 W. Jackson Blvd, Suite 1500
Chicago, IL 60604-2814
1.800.SERVSAFE
312.715.1010 in the Chicago area
ServSafe.com

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NOTE: You can access your score and certificate information online at ServSafe.com.

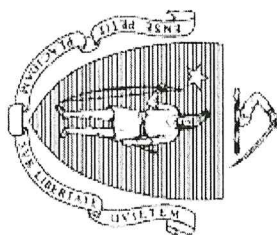
If you have any question regarding your certificate, please contact the National Restaurant Association Service Center at:

ServiceCenter@restaurant.org
800.765.2122 ext. 6703

In Alaska you must laminate your card for it to be valid.



Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services
Office of the State Fire Marshal



Certificate of Completion

This certifies that

Karen Hasenfus

Successfully completed the Crowd Manager Training Program
In accordance with 527 CMR sec. 10.13(d) – Designation of a Crowd Manager

Date issued: March 28, 2017

Expires: March 28, 2020

Certificate #: Tw1W1uz5jOUCh20

Peter Ostroskey

State Fire Marshal

One Day License

(All Kinds Alcoholic Beverages – Non-Sales)

Applicant: Karen Hasenfus
DBA: Larz Anderson Auto Museum
Location: 15 Newton Street

Application Details:

Corporate Holiday Party
December 7, 2018 from 5:30pm-11:00pm

Report:

Police Department (Approved)



ANDREW B. LIPSON
CHIEF OF POLICE

BROOKLINE POLICE DEPARTMENT

Brookline, Massachusetts

TO: Chief Andrew Lipson

FROM: Lieutenant Michael Raskin

DATE: November 18, 2018

RE: All Kinds of Alcoholic Beverages – One Day Permit – Non-Sales – 12/07/2018
Larz Anderson Auto Museum

Sir,

The Larz Anderson Auto Museum, through Operations and Events Manager Karen Hasenfus, has applied for a Section 14 One Day Permit to serve all kinds of alcoholic beverages for a corporate holiday party to be held on Friday, December 7, 2018 from 5:30 PM to 11:00 PM.

Ms Karen Hasenfus and/or Ms Sylvia Passley-Harris will be the responsible managers on site for this event and will ensure compliance with all applicable federal, state and local laws, regulations, ordinances and any conditions on the permit, as well as previously discussed conditions.

Guests will not be charged for alcoholic beverages. Organizers are expecting no more than 50 guests to attend, approximately 40 years of age. A Crowd Manager Certificate has been submitted.

All alcoholic beverages at this event will be served by bartenders provided by LaVoile Restaurant and Catering, who employs certified bartenders. The caterer has submitted a copy of their bartenders' certification in the safe service of alcohol. Available for the guests will be 2 cases of wine, 2 cases of beer and 2 bottles of liquor. A copy of caterer's Certificate of Liability Insurance specifically naming the Town of Brookline as a holder of the certificate has been submitted.

A uniformed police detail officer will be assigned to provide security and to manage traffic issues if they arise. Detail Sgt Heavey was notified of the application.

I see no reason to oppose this application.



**TOWN OF BROOKLINE
APPLICATION FOR A PERMIT TO SERVE ALCOHOLIC BEVERAGES ON
TOWN PROPERTY (NON SALES /ALL TYPES)**

Date November 13, 2018

I hereby make application for a PERMIT TO SERVE ALCOHOLIC BEVERAGES ON TOWN PROPERTY at a

Corporate Holiday Party
(state whether a meeting, banquet, concert, picnic, wedding, etc.)

Which is to be held at the Larz Anderson Auto Museum
(Name of Person of Organization)

15 Newton Street, Brookline MA 02445
(Address of Person of Organization)

On the 7th day of December, 2018

Between the hours of 5:30 PM—11:00 PM at the following described Town property:

The Larz Anderson Auto Museum

If the applicant is an organization, complete name and address of the organization's officers:

Name: John Darack Title: President Address: 96 Lakeshore Drive Wayland

Name: William Keeney Title: Vice President Address: 2221 Washington St. Newton

Name: Marc Daniel Title: Treasure Address: 35 Priscilla Lane Quincy

NOTE: If the answer to Questions 4, 5, 6 or 7 is yes, you do not qualify for a non-sales permit and you should seek instead a special license to sell alcohol.

1) How many cases or barrels, etc. of each type of alcoholic beverage will be made available to guests?

2 cases each wine and beer and 2 bottles each other

2) What is the maximum number of people to attend? 50

3) What is the age group of people to attend? 40

4) Are you charging an admission fee? NO

5) Are you charging for alcoholic beverages? NO

6) Is the event open to the public? NO

7) Are tickets to the event available for purchase? NO

8) How will alcoholic beverages be dispensed or served and by whom? Please state the names, addresses of all person(s) serving alcoholic beverages.

Bartender will be provided by LaVoile Restaurant and Catering (617) 277-1260

9) State whether or not the person(s) dispensing or serving alcohol received TIPS certification or equivalent safe-service of alcohol training and the date(s) of any such certification or training and attach documentation pertaining to such certification or training:

Bartenders are all certified and insured

10) If any attending are under age 21, what method will be used to check ID and what procedures will be followed to make certain that those under age 21 are not served and are not allowed to consume alcoholic beverages?

Bartenders will check ID's

11) Will a police detail or other types of security be provided? YES

If "YES" what type and how many? Brookline Police detail

12) Please state the name, address, age and 24-hour contact information of the individual (who must be at least 21 years of age) who will be physically present at the event and who will ensure compliance with all applicable federal, state and local laws, regulations, ordinances and any conditions on the permit and who will ensure the maintenance of order and decorum:

Sylvia Passley Harris	Clyde St.	Brookline MA	05/26/1955
Karen Hasenfus	74 Main Street	Medfield MA	09/29/1954
(Name)	(Address)		(Date of Birth)

Telephone number: (617) 522-6547 (617) 283-7265

Email Address: khasenfus@larzanderson.org feonapassley@hotmail.com

This application must be accompanied by proof that the applicant has secured, and there is in effect during the period of time for which the permit is sought, a general liability policy naming the Town as the additional insured or if the general liability policy exempts alcohol0trelated incidents or occurrences a liquor liability policy naming the Town as an additional insured.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with the applicant's use of Town property. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's personal and real property resulting from the applicant's use of Town property and agrees to indemnify the Town for any expenses the Town incurs in restoring Town property to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use.



Signature

Karen H Hasenfus

Name Printed

Operations and Events Manager

Title (if on the behalf of an Organization)

15 Newton St. Brookline MA 02445

Address

(617) 522-6547

Telephone number(s)

khasenfus@larzanderson.org

Email address(es)

**J. - 22****CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
11/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Halstead Insurance Agency 11 Electric Avenue Fitchburg MA 01420		CONTACT NAME: Rebecca Bray, CIC, CISR PHONE (A/C, No, Ext): (978) 345-2505 FAX (A/C, No): (978) 343-2335 E-MAIL ADDRESS: rbray@halsteadins.com	
INSURED BATO Inc., DBA: La Voile La Voile Brookline, Inc. 261 Newbury St. Boston MA 02116		INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Insurance Co INSURER B: Commerce Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 279	

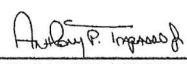
COVERAGES **CERTIFICATE NUMBER:** CL18111302764 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BKA55753013	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BCSL80	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	XWS55753013	10/01/2018	10/01/2019	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For an event to take place at the Larz Anderson Auto Museum on Friday, December 7, 2018

CERTIFICATE HOLDER Town of Brookline 333 Washington St Brookline MA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services
Office of the State Fire Marshal

Certificate of Completion

This certifies that

Karen Hasenfus

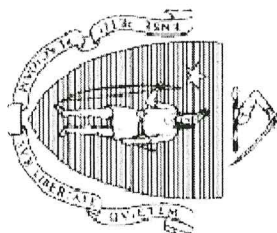
Successfully completed the Crowd Manager Training Program
In accordance with 527 CMR, sec. 10.13(d) – Designation of a Crowd Manager

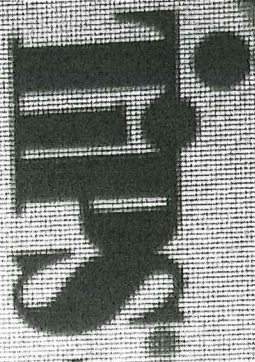
Date issued: March 28, 2017

Expires: March 28, 2020

Certificate #: Tw1W1uz5IOUGh20

Peter Ostroskey
 State Fire Marshal





eTIPS On Premise 3.0

Issued: 11/14/2018

ID#: 4950726

Bryan S Hoy

37 Susan Dr

Saugus, MA 01906-1262 USA

CERTIFIED

Expires: 11/14/2021

One Day License

(All Kinds Alcoholic Beverages – Non-Sales)

Applicant: Karen Hasenfus
DBA: Larz Anderson Auto Museum
Location: 15 Newton Street

Application Details:

Corporate 10th Anniversary Party
December 8, 2018 from 5:30pm-11:00pm

Report:

Police Department (Approved)



ANDREW B. LIPSON
CHIEF OF POLICE

BROOKLINE POLICE DEPARTMENT

Brookline, Massachusetts

TO: Chief Andrew Lipson

FROM: Lieutenant Michael Raskin

DATE: November 18, 2018

RE: All Kinds of Alcoholic Beverages – One Day Permit – Non-Sales – 12/08/2018
Larz Anderson Auto Museum

Sir,

The Larz Anderson Auto Museum, through Operations and Events Manager Karen Hasenfus, has applied for a Section 14 One Day Permit to serve all kinds of alcoholic beverages for a corporate 10th anniversary party to be held on Saturday, December 8, 2018 from 5:30 PM to 11:00 PM.

Ms Karen Hasenfus and/or Ms Sylvia Passley-Harris will be the responsible managers on site for this event and will ensure compliance with all applicable federal, state and local laws, regulations, ordinances and any conditions on the permit, as well as previously discussed conditions.

Guests will not be charged for alcoholic beverages. Organizers are expecting no more than 40 guests to attend, approximately 50 years of age. A Crowd Manager Certificate has been submitted.

All alcoholic beverages at this event will be served by bartenders provided by Premier Bartending, who employs certified bartenders. The caterer has submitted a copy of their bartenders' certification in the safe service of alcohol. Available for the guests will be 2 cases of wine, 2 cases of beer and 2 bottles of liquor. A copy of caterer's Certificate of Liability Insurance specifically naming the Town of Brookline as a holder of the certificate has been submitted.

A uniformed police detail officer will be assigned to provide security and to manage traffic issues if they arise. Detail Sgt Heavey was notified of the application.

I see no reason to oppose this application.



**TOWN OF BROOKLINE
APPLICATION FOR A PERMIT TO SERVE ALCOHOLIC BEVERAGES ON
TOWN PROPERTY (NON SALES /ALL TYPES)**

Date November 16, 2018

I hereby make application for a PERMIT TO SERVE ALCOHOLIC BEVERAGES ON TOWN PROPERTY at a

Corporate 10th Anniversary Party
(state whether a meeting, banquet, concert, picnic, wedding, etc.)

Which is to be held at the Larz Anderson Auto Museum
(Name of Person of Organization)

15 Newton Street , Brookline MA 02445
(Address of Person of Organization)

On the 8th day of December, 2018

Between the hours of 5:30 PM—11:00 PM at the following described Town property:

The Larz Anderson Auto Museum

If the applicant is an organization, complete name and address of the organization's officers:

Name: John Darack Title: President Address: 96 Lakeshore Drive Wayland

Name: William Keeney Title: Vice President Address: 2221 Washington St. Newton

Name: Marc Daniel Title: Treasure Address: 35 Priscilla Lane Quincy

NOTE: If the answer to Questions 4, 5, 6 or 7 is yes, you do not qualify for a non-sales permit and you should seek instead a special license to sell alcohol.

1) How many cases or barrels, etc. of each type of alcoholic beverage will be made available to guests?
2 cases each wine and beer and 2 bottles each other

2) What is the maximum number of people to attend? 40

3) What is the age group of people to attend? 50

4) Are you charging an admission fee? NO

5) Are you charging for alcoholic beverages? NO

6) Is the event open to the public? NO

7) Are tickets to the event available for purchase? NO

8) How will alcoholic beverages be dispensed or served and by whom? Please state the names, addresses of all person(s) serving alcoholic beverages.

Bartender will be provided by Premier Bartending (781) 223-5001

9) State whether or not the person(s) dispensing or serving alcohol received TIPS certification or equivalent safe-service of alcohol training and the date(s) of any such certification or training and attach documentation pertaining to such certification or training:

Bartenders are all certified and insured

10) If any attending are under age 21, what method will be used to check ID and what procedures will be followed to make certain that those under age 21 are not served and are not allowed to consume alcoholic beverages?

Bartenders will check ID's

11) Will a police detail or other types of security be provided? YES

If "YES" what type and how many? Brookline Police detail

12) Please state the name, address, age and 24-hour contact information of the individual (who must be at least 21 years of age) who will be physically present at the event and who will ensure compliance with all applicable federal, state and local laws, regulations, ordinances and any conditions on the permit and who will ensure the maintenance of order and decorum:

Sylvia Passley Harris	Clyde St.	Brookline MA	05/26/1955
Karen Hasenfus	74 Main Street	Medfield MA	09/29/1954
(Name)	(Address)		(Date of Birth)

Telephone number: (617) 522-6547 (617) 283-7265

Email Address: khasenfus@larzanderson.org feonapassley@hotmail.com

This application must be accompanied by proof that the applicant has secured, and there is in effect during the period of time for which the permit is sought, a general liability policy naming the Town as the additional insured or if the general liability policy exempts alcohol-related incidents or occurrences a liquor liability policy naming the Town as an additional insured.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with the applicant's use of Town property. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's personal and real property resulting from the applicant's use of Town property and agrees to indemnify the Town for any expenses the Town incurs in restoring Town property to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use.



Signature

Name Printed

Title (if on the behalf of an Organization)

Address

Telephone number(s)

Email address(es)



PREMIER-01

JHOGAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Roblin Insurance Agency 144 Gould Street Suite 100 Needham, MA 02494	CONTACT NAME: PHONE (A/C, No, Ext): (781) 455-0700		FAX (A/C, No): (781) 449-8976
	E-MAIL ADDRESS: certificates@roblininsurance.com		
INSURED Premier Catering & Bar Service LLC PO Box 540310 Waltham, MA 02454	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Mount Vernon Fire Co		
	INSURER B : StarStone National Insurance Company		25496
	INSURER C : U.S. Liability Ins. Co.		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC. OTHER:			CP2610440	03/11/2018	03/11/2019	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							HIRED NONOWNED \$ 1,000,000
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
PROPERTY DAMAGE (Per accident) \$							
							\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			88915C175ALI	03/11/2018	03/11/2019	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Liquor Liability			CL1569703C	03/11/2018	03/11/2019	per Occurrence 1,000,000
C	Liquor Liability			CL1569703C	03/11/2018	03/11/2019	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Town of Brookline is additional insured For an event to be held at the Larz Anderson Auto Museum on December 8, 2018.

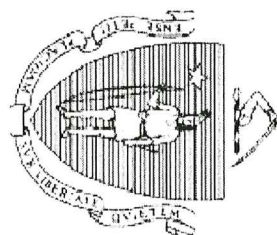
CERTIFICATE HOLDER

CANCELLATION

Town of Brookline 333 Washington Street Brookline, MA 02146	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



*Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services
Office of the State Fire Marshal*



Certificate of Completion

This certifies that

Karen Hasenfus

*Successfully completed the Crowd Manager Training Program
In accordance with 527 CMR sec. 10.13(d) — Designation of a Crowd Manager*

Date issued: March 28, 2017

Expires: March 28, 2020

Certificate #: Tw1W1uz5JOUGn20

Peter Ostroskey

State Fire Marshal

TIPS® eTIPS On Premise 3.0 **CERTIFIED**

Issued: 10/24/2018

Expires: 10/24/2021

ID#: 4934368

William Murphy
130 Ellis Cir
Weymouth, MA 02190-3210

For service visit us online at www.gettips.com



HEALTH COMMUNICATIONS INC.

Phone: 800-438-8477

Fax: 703-524-1487

www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____



TOWN of BROOKLINE
Massachusetts

**FIRE DEPARTMENT
HEADQUARTERS
PUBLIC SAFETY BUILDING**

John F. Sullivan
Chief of Department

350 Washington Street
PO Box 470557
Brookline MA 02447-0557
Tel: 617-730-2272
Fax: 617-730-2391
www.brooklinema.gov

To: Select Board

From: John F. Sullivan, Fire Chief

Subject: Internal Promotions

Date: November 14, 2018

At the November 7th, 2018 meeting of the Select Board, this body unanimously approved the Fire Department's request to promote two (2) vacant officer positions internally. After the approval, the Fire Department Administration reviewed the standings on the current civil service list and conducted interviews of the requisite eligible candidates for promotion. Tonight, I respectfully ask the Select Board to promote the following 2 individuals:

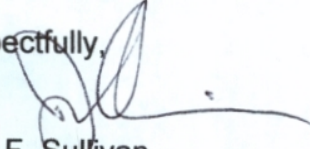
Lieutenant Shawn Fay to Captain
Captain Stephen Nelson to Deputy Chief

Lt Fay joined the department in 1986 and was promoted to a Lieutenant in 2005. He is a state certified EMT and has as extensive time in an acting captain roll over the last few years.

Captain Nelson joined the Department in 2002. He was promoted to Lieutenant in 2005 and to Captain in 2010. He is a state certified EMT and many pro board certifications including Firefighter I/II, Officer I and Fire Instructor I.

These members are valuable assets to this Town and this Department and will bring added value to the positions to which they are assigned. I forward to working with them in their new roles.

Respectfully,


John F. Sullivan



9. - 1

BOARD AND COMMISSION
APPLICATION FORM

NAME Arthur Sege

ADDRESS [REDACTED]

HOME PHONE# [REDACTED]

WORK PHONE# [REDACTED]

E-MAIL ADDRESS asege@msn.com

APPLICATION FOR SPECIFIC BOARD/COMMISSION Brookline Fiscal Advisory Comm.

YOUR RELEVANT AREAS OF INTEREST Finance, budgeting, real estate

WHAT TYPE OF EXPERIENCE YOU CAN OFFER TO THIS BOARD/
COMMISSION? Professor, Harvard Business School in Finance (see bio)

WHAT TYPE OF ISSUES WOULD YOU LIKE TO SEE THIS BOARD/
COMMISSION ADDRESS?

HAVE YOU ATTENDED ANY BOARD/COMMISSION MEETINGS:

Years ago on similar comm.

ARE YOU INVOLVED IN ANY OTHER TOWN ACTIVITIES?

DO YOU HAVE TIME CONSTRAINTS THAT WOULD LIMIT YOUR ABILITY
TO ATTEND ONE TO TWO MEETINGS A MONTH? possibly

Travel internationally

Please attach a copy of your resume and mail to:
Selectmen's Office, 333 Washington St., 6th Fl., Brookline MA 02445
or email it to Stephanie Orsini at sorsini@brooklinema.gov.

bio at Harvard Business School

Arthur I Segel

Poorvu Family Professor of Management Practice

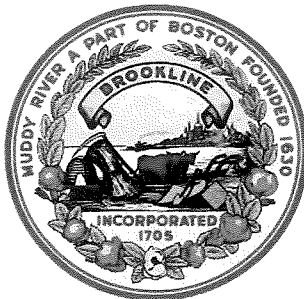
Arthur Segel is a professor in the Finance and Entrepreneurial Management units teaching graduates and undergraduates about real estate and issues of urbanization.

In 1982 Segel was a cofounder/owner of TA Associates Realty prior to which he was Vice President at Boston Properties and Deputy for Finance at MassPort under Governor Dukakis.

In 2005 he co-founded a nonprofit, The Tobin Project, in recent years awarded the MacArthur Genius Award for an Organization for its work on inequality. In 2005 he cofounded The Xander Funds, headquartered in Singapore, primarily focused in private equity real estate in India.

In 1998, he cofounded a nonprofit, the 21st Century Fund. Segel is a trustee of the Urban Institute, the Boston Symphony Orchestra and of Yad Hanadiv, a Rothschild family foundation, and serves on the advisory committees of High Vista and the SRB Corporation. He was also the Robert F. Greenhill Award recipient for 2005-2006.

Segel was awarded one of the most 30 influential players in real estate in the world by Private Equity Real Estate; Segel is a member of the American Academy of Arts and Sciences; and is a graduate of Harvard College and the Graduate School of Business at Stanford University. From 2017-2019, Professor Segel is a Special Student at the Harvard Divinity School.



**BOARD AND COMMISSION
APPLICATION FORM**

NAME CHRISTOPHER AVERY

ADDRESS [REDACTED]

HOME PHONE# [REDACTED]

WORK PHONE# [REDACTED]

E-MAIL ADDRESS [REDACTED]

APPLICATION FOR SPECIFIC BOARD/COMMISSION Fiscal Advisory Commission

YOUR RELEVANT AREAS OF INTEREST I am a Ph.D Economist
with additional background in probability and statistics.

WHAT TYPE OF EXPERIENCE YOU CAN OFFER TO THIS BOARD/
COMMISSION? I am a university based non-profit style organization

I have some ~~income exp~~ budgetary experience in the higher education context. } working with Boston Public Schools

WHAT TYPE OF ISSUES WOULD YOU LIKE TO SEE THIS BOARD/
COMMISSION ADDRESS? Long-run implications of current and

proposed expenditures - especially implications for future property tax planning.

HAVE YOU ATTENDED ANY BOARD/COMMISSION MEETINGS: NO

ARE YOU INVOLVED IN ANY OTHER TOWN ACTIVITIES?

I volunteer several hours a week at Coolidge Corner School.

DO YOU HAVE TIME CONSTRAINTS THAT WOULD LIMIT YOUR ABILITY
TO ATTEND ONE TO TWO MEETINGS A MONTH? X

I can attend two meetings per month but would have trouble
finding time for many more meetings than that.

*Please attach a copy of your resume and mail to:
Selectmen's Office, 333 Washington St., 6th Fl., Brookline MA 02445
or email it to Stephanie Orsini at sorsini@brooklinema.gov.*



BROOKLINE BOARD OF ASSESSORS

333 Washington Street, Brookline, MA 02445 (617) 730-2060

To: Select Board; Neil Wishinsky, Chair
 Date: November 23, 2018
 From: Board of Assessors
 Re: Presentation of FY2019 Tax Rate Options & Assessment Information

Dear Chairman Wishinsky & Board Members:

The enclosed materials, along with our tax classification presentation, are intended to assist you in determining the percentages of tax levy to be borne by each major class of property (residential, commercial, industrial, personal) and the percentage for the residential exemption for FY2019. The materials include an estimate of the tax rates based on the maximum allowable levy, less the budgeted excess levy capacity and various levy shift options as well as the tax impact on each property group as represented by the median value by class. The requirements of the annual tax classification hearing are described in Chapter 40, section 56 of the General Laws.

The FY2019 assessments are based on a valuation date of January 1, 2018. The market period used in our sales analysis covered 24-months from July 1, 2016 through June 30, 2018. Over that period the Brookline residential real estate market continued its upward trend outpacing the Greater Boston market as evidenced by the graph on the 2nd page of Tab-1. The graph compares the year over year trend in value changes for one, two, three families and residential condominiums in Brookline to the S&P Case-Shiller Home Price Index for the Boston MSA, using 2007 as the base year. The individual sales and FY2019 assessments are displayed in the interactive Sales Map apps on the Assessor's web-site. The median sale price of a single family home in Brookline in 2017 was \$1,850,000, while the median sale price of a residential condominium unit in 2017 was \$785,000; both increases over 2016 median prices. Apartment rental rates continue to increase in all areas of town attracting both local and outside investment in existing properties. We also have an unprecedented number of filings under the Massachusetts comprehensive permit statute and regulations for new developments incorporating a percentage of affordable units. The status of the '40B' projects is available on the Planning Dept. web-site.

The commercial property sector also continues to increase in value led by the LMA's influence on our Class A office buildings, demand for retail space, and completion of the new hotel at 111 Boylston Street and the partial completion of the Cleveland Circle Hotel. There was also continued new investment in the public utility infrastructure. Overall the assessed value of all taxable property in Brookline for FY2019 increased 7.7% over FY2018 to \$25.1 billion, the fourth highest municipality in the state.

The Town's continued efforts to provide tax relief programs to senior homeowners resulted in the successful passage our home rule petition to increase the income limit for participation in the tax deferral program and creation of the Taxation Aid Fund and oversight committee.

If you have any questions about the materials included in this binder or you would like additional information, please give me a call at 617-730-2060, or email me at gmccabe@brooklinema.gov.

Gary J. McCabe,
 Chief Assessor

Legal Notices

Legal Notices

BOA/10 LENOX STREET/146 CARLTON STREET

**LEGAL NOTICE
TOWN OF BROOKLINE
BOARD OF APPEALS
Notice of Hearing**

Pursuant to M.G.L., C. 40A, the Board of Appeals will conduct a public hearing at Town Hall, 333 Washington Street, Brookline, on a proposal at:

10 LENOX STREET/146 CARLTON STREET, BROOKLINE, MA 02446 - Addition and modification of existing structures to establish Boston University Children's Center and Family Resource Center in a(n) S-7 SINGLE-FAMILY on November 29, 2018 at 7:00 pm in the 6th Floor Select Board's Hearing Room (Petitioner/Owner: BOSTON UNIVERSITY TRS) Precinct 1

The Board of Appeals will consider variances and/or special permits from the following sections of the Zoning By-Law, and any additional zoning relief the Board deems necessary:

\$5.08 - EXCEPTIONS TO DIMENSIONAL REQUIREMENTS FOR USES 9 & 10
\$5.50 - FRONT YARD REQUIREMENTS
\$6.02.4.C - OFF-STREET PARKING SPACE REGULATIONS
\$8.02.2 - ALTERATION AND EXTENSION

Any additional relief the Board may find necessary.

Hearings may be continued by the Chair to a date/time certain, with no further notice to abutters or in the TAB. Questions about hearing schedules may be directed to the Planning and Community Development Department at 617-730-2130, or by checking the Town meeting calendar at: www.brooklinema.gov.

The Town of Brookline does not discriminate in its programs or activities on the basis of disability or handicap or any other characteristic protected under applicable federal, state or local law. Individuals who are in need of auxiliary aids for effective communication in Town programs or activities may make their needs known by contacting the Town's ADA Compliance Officer. Assistive Listening Devices are available at the Public Safety Building for public use at Town of Brookline meetings and events. Those who need effective communication services should dial 711 and ask the operator to dial the Town's ADA Compliance Officer.

If you have any questions regarding this Notice or the Assistive Listening Device, please contact Caitlin Haynes at 617-730-2345 or at chaynes@brooklinema.gov.

Jesse Geller, Chair
Christopher Hussey
Mark Zuroff

AD#13745051
Brookline Tab 11/15, 11/22/18

BOA/153 UNIVERSITY ROAD
**LEGAL NOTICE
TOWN OF BROOKLINE
BOARD OF APPEALS
Notice of Hearing**

Pursuant to M.G.L., C. 40A, the Board of Appeals will conduct a public hearing at Town Hall, 333 Washington Street, Brookline, on a proposal at:

SANTRY

LEGAL NOTICE
Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Norfolk Probate and Family Court
35 Shawmut Road
Canton, MA 02021
(781) 830-1200
Docket No. NO164234

**CITATION ON PETITION FOR
ALLOWANCE OF ACCOUNT**

In the matter of: Arthur J Santry

Date of Death: 02/24/1993

To all interested persons:

A Petition has been filed by: Peter T Santry of Greenwich CT requesting allowance of the 47th-50th Account account(s) as Trustee and any other relief as requested in the Petition.

You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before 10:00 a.m. on 12/05/2018.

This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an Affidavit of Objections within thirty (30) days of the return date, action may be taken without further notice to you.

WITNESS, Hon. Patricia Gorman,
First Justice of this Court.

Date: October 27, 2018

Patrick W. McDermott
Register of Probate

AD#13745031
Brookline Tab 11/15/18

SHUMAN

LEGAL NOTICE
Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Norfolk Probate and Family Court
35 Shawmut Road
Canton, MA 02021
(781) 830-1200
Docket No. NO17P0425EA

**CITATION ON PETITION FOR
FORMAL APPOINTMENT OF
SUCCESSOR PERSONAL
REPRESENTATIVE**

Estate of: Michael G Shuman

Date of Death: 01/09/2017

To all interested persons:

A Petition has been filed by: Joy Jartman of Ipswich MA requesting that the Court enter a formal Decree and Order that Joy Jartman of Ipswich MA be appointed as Successor Personal Representative of said estate to serve Without Surety on the bond and for such other relief as requested in the Petition.

You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on

KENNEDY

LEGAL NOTICE
Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Norfolk Probate and Family Court
35 Shawmut Road
Canton, MA 02021
(781) 830-1200
Docket No. NO14P2291EA

**CITATION ON PETITION FOR
ORDER OF COMPLETE
SETTLEMENT**

Estate of: Rita Elizabeth Kennedy
Also known as: Rita E Kennedy, Rita Kennedy

Date of Death: 06/17/2014

A Petition for Order of Complete Settlement has been filed by John K Repko of Littleton CO requesting that the court enter a formal Decree of Complete Settlement including the allowance of a final account, 9/3/14 - 7/9/15 and other such relief as may be requested in the Petition.

IMPORTANT NOTICE

You have the right to obtain a copy of the Petition from the Petitioner or at the court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this court before: 10:00 a.m. on the return day of 12/05/2018.

This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return date, action may be taken without further notice to you.

WITNESS, Hon. Patricia Gorman,
First Justice of this Court.

Date: October 30, 2018

Patrick W. McDermott
Register of Probate

AD#13745529
Brookline Tab 11/15/18

**FY2019 TAX CLASSIFICATION
HEARING**

**LEGAL NOTICE
TOWN OF BROOKLINE
SELECT BOARD
NOTICE OF HEARING
FISCAL YEAR 2019**

Notice is hereby given that the Select Board of the Town of Brookline will hold a Public Hearing on Tuesday, November 27, 2018 at Town Hall, 333 Washington Street, Sixth Floor Hearing Room, Brookline, MA at 7:30 p.m. in accordance with G.L.c.40, S.56 on the question of the adoption of the percentages of the local tax levy to be borne by each class of real property and personal property for the 2019 Fiscal Year.

Under the law, the Board may require commercial, industrial, and personal property owners to assume up to approximately 175% of their normal share of the levy. The Board may also consider adopting certain class exemptions, including a residential exemption.

By order of the Select Board

AD#13743071
Brookline Tab 11/8, 11/15/18

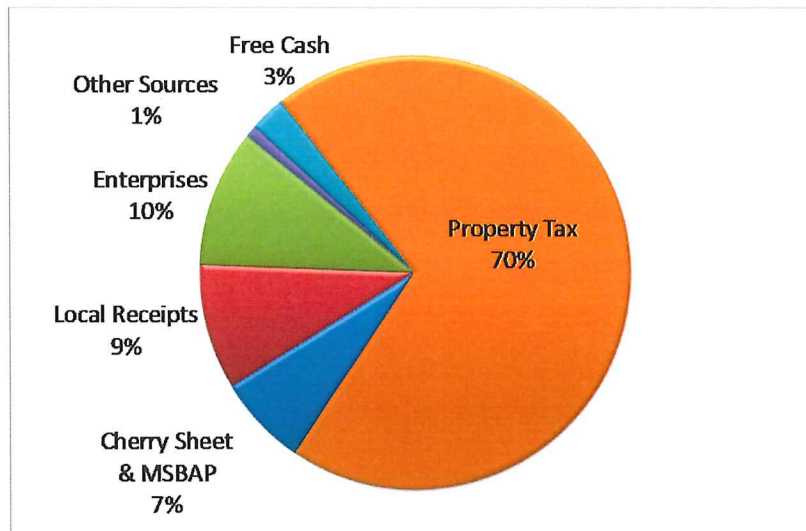
Town of Brookline
Select Board
Fiscal Year 2019
Tax Classification Hearing
November 27, 2018



Prepared by the Board of Assessors

1

FY2019 Town Budget



2

FY2018–FY2019 Value Comparison

Class	FY18 Valuation	FY19 Valuation	Δ
Residential	\$20,984,513,500	\$22,455,633,846	7.0%
Commercial	2,101,745,700	2,397,389,496	14.1%
Industrial	16,169,600	19,873,100	22.9%
Personal Property	232,598,992	247,511,967	6.4%
Total Taxable Property	\$23,335,027,792	\$25,120,408,409	7.7%
Combined CIP	2,350,514,292	2,664,774,563	13.4%
Tax Exempt Real Estate	2,298,721,300	2,792,121,358	21.5%

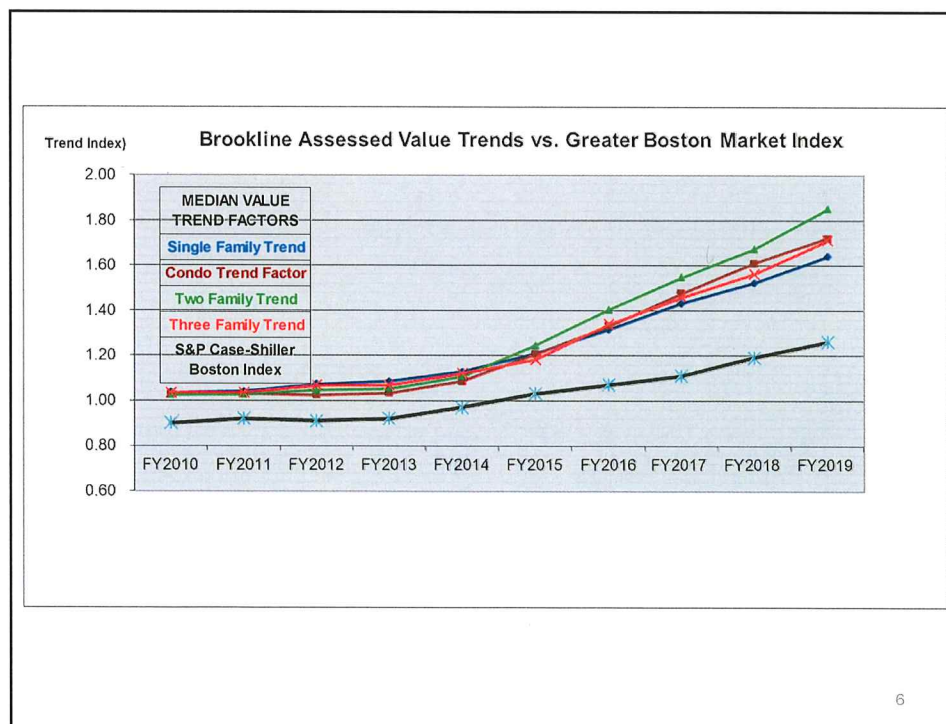
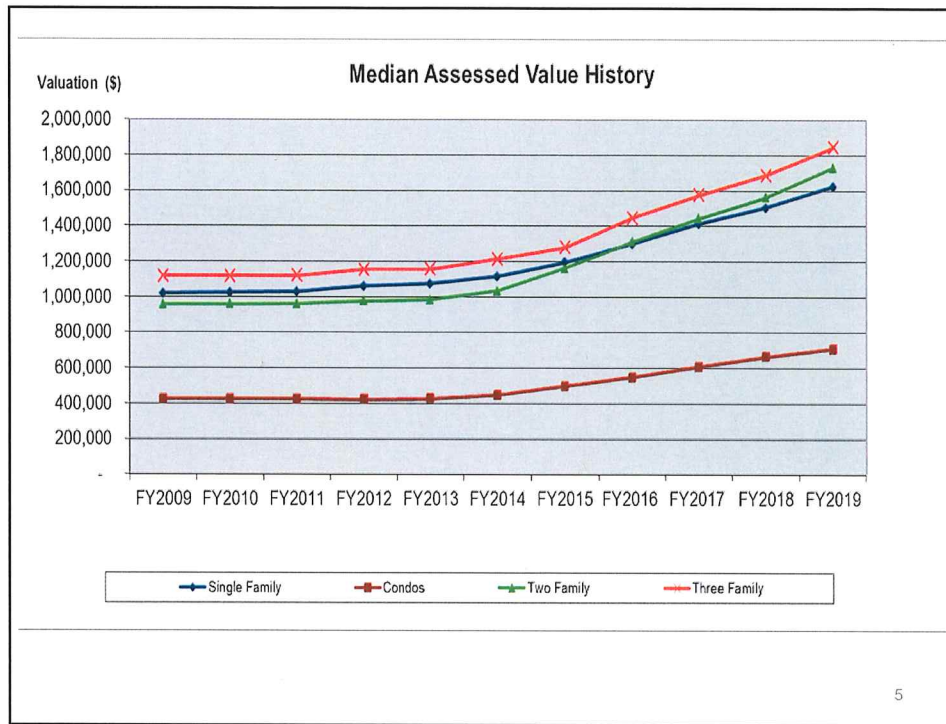
3

FY19-FY18 Value Change/ Class

Use Class	FY19 Parcels	FY19 Value/ Parcel*	FY18 Value/ Parcel*	Δ
Single Family	4,572	\$1,928,726	\$1,828,462	5.5%
Res. Condo	10,192	799,365	750,087	6.5%
2 & 3 Family	1,242	1,803,375	1,642,076	9.8%
Apartments	340	6,296,022	5,675,167	10.9%
Commercial	460	4,482,185	3,926,145	14.1%
Industrial	7	2,839,014	2,309,943	22.9%

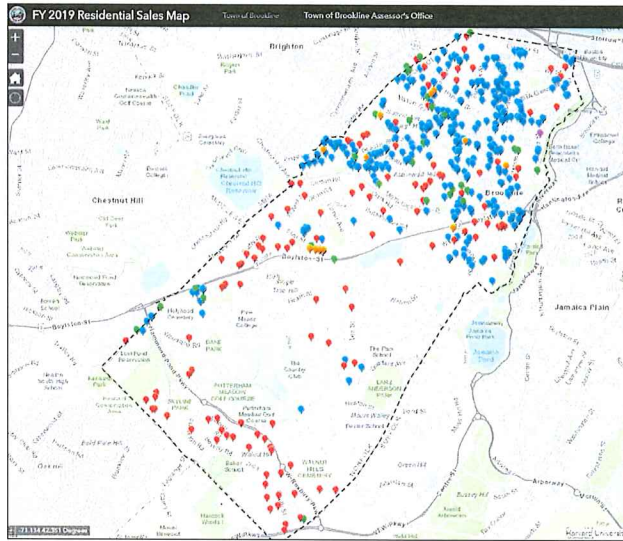
* Based on Weighted Mean

4



FY2019 Assessment-Sales Map

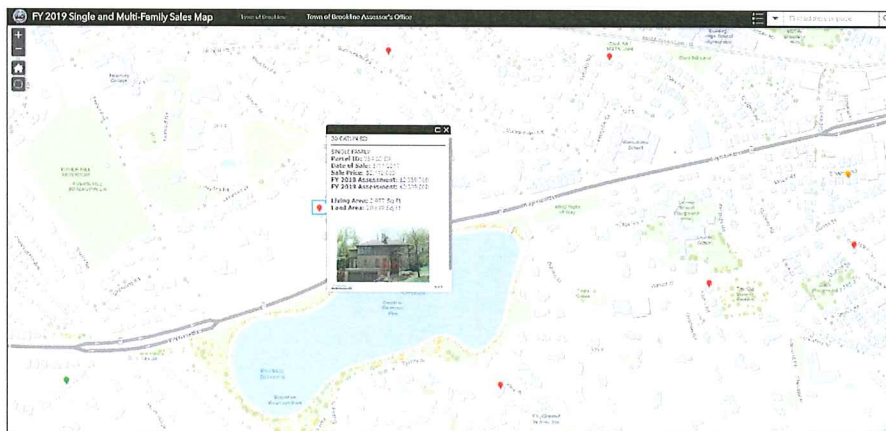
www.brooklinema.gov/assessors-office



7

FY2019 Assessment-Sales Map

www.brooklinema.gov/assessors-office



8

FY19 New Growth

Category	Value Growth	Tax Growth
Single Family Permits	\$53,160,000	\$502,894
Res. Condominiums	51,377,100	486,027
Multi-Family.& Apts.	60,692,200	574,148
Commercial	39,284,900	617,559
Personal Property	23,315,576	366,521
Total All Classes	\$233,556,876	\$2,601,328

9

FY2019 Tax Levy

Tax Levy	Amount	Percent
FY2018 Levy Limit	\$210,376,535	> Prior Limit
Allowable 2.5% Increase	5,259,413	2.5%
FY2019 Override	2,846,357	1.4%
Allowable New Growth	2,601,328	1.2%
FY2019 Debt Exclusion	3,408,089	Net> 1.1%
FY2018 Debt Exclusion	1,020,800	
Total FY2019 Levy	\$224,491,722	> 6.2%
Total FY2018 Levy	\$211,397,335	

10

Residential Exemption FY19?

1. Total Residential Value = \$22,455,633,846 /
2. Total Residential Parcel Count; 17,039 =
3. Average Residential Value; \$1,317,895
4. Times the selected Exemption Factor; 20% =
5. Residential Exemption Value; \$263,579
6. Times the selected Residential Tax Rate =
7. Total Residential Exemption Tax Amount

Examples>

11

Residential Exemption Amounts

Classification	Tax Rate	Tax Amount
Single Tax Rate (No Shift)	10.17	\$2,681
170% CIP Shift - Residential Rate =	9.33	\$2,459
172% CIP Shift - Residential Rate =	9.31	\$2,454
175% CIP Shift - Residential Rate =	9.27	\$2,443



Fiscal Year Exemption Amount

2018	\$2,334
2017	\$2,269
2016	\$2,183
2015	\$2,044

12

Single Family & Res. Cond. w/ Res. Ex.

Med. SFL Value	\$1,358,771	1.70	1.71	1.72	1.73	1.74	1.75
Real Estate Tax	(84% RE)	12,677	12,661	12,644	12,628	12,611	12,595
Change over FY18	\$11,882	795	779	762	746	729	713
% Increase in Tax		6.7%	6.6%	6.4%	6.3%	6.1%	6.0%
Med. Res. Condo	\$443,921	1.70	1.71	1.72	1.73	1.74	1.75
Real Estate Tax	(57% RE)	4,142	4,136	4,131	4,126	4,120	4,115
Change over FY18	\$3,933	209	204	198	193	187	182
% Increase in Tax		5.3%	5.2%	5.0%	4.9%	4.8%	4.6%

See Also Tab 3-2, Sheet 20% Res.Ex.

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Two Fam. & Three Fam. w/ Res. Ex.

Med. Two-Family	\$1,463,221	1.70	1.71	1.72	1.73	1.74	1.75
Real Estate Tax	(66% RE)	13,651	13,634	13,616	13,598	13,581	13,563
Change over FY17	\$12,420	1,232	1,214	1,196	1,179	1,161	1,143
% Increase in Tax		9.9%	9.8%	9.6%	9.5%	9.3%	9.2%
Med. Three-Fam.	\$1,580,221	1.70	1.71	1.72	1.73	1.74	1.75
Real Estate Tax	(41% RE)	14,743	14,724	14,705	14,686	14,667	14,648
Change over FY17	\$13,607	1,137	1,117	1,098	1,079	1,060	1,041
% Increase in Tax		8.4%	8.2%	8.1%	7.9%	7.8%	7.7%

See Also Tab 3-2, Sheet 20% Res.Ex.

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Apartments & Commercial

Med. Multi-Fam./Apt.	\$3,127,700	1.70	1.71	1.72	1.73	1.74	1.75
Real Estate Tax	(6% RE)	29,181	29,143	29,105	29,067	29,030	28,992
Change over FY17	\$27,201	1,980	1,942	1,904	1,867	1,829	1,791
% Increase in Tax		7.3%	7.1%	7.0%	6.9%	6.7%	6.6%
Med. Commercial	\$2,003,300	1.70	1.71	1.72	1.73	1.74	1.75
Real Estate Tax		30,435	30,614	30,793	30,972	31,151	31,330
Change over FY17	\$26,548	3,887	4,066	4,245	4,424	4,603	4,782
% Increase in Tax		14.6%	15.3%	16.0%	16.7%	17.3%	18.0%

See Also Tab 3-2, Sheet 20% Res.Ex.

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FY18 Clause Exemptions

Category	No.	Amount
17D Surviving Spouse & Minors	4	\$1,269
22 (a-f) Veterans	57	\$47,906
37 Visually Impaired	35	\$31,324
41C Elderly	11	\$7,434
42 Surviving Spouse Police/Fire	1	\$6,771
Tax Deferrals (41A)	8	\$312,049
Senior Work-off Abatements	30	\$37,500
Total All Classes	146	\$444,253

16


New Senior Tax Relief Efforts

Senior Tax Deferrals

- Income Limit \$86,000
- Interest Rate 2.33%
- Minimum Age 65 yrs-old
- Watch Video Program on Assessor's Web-site produced by Brookline Age Friendly TV



Tax Aid Fund-Committee

- Voluntary Tax Bill Donations to the Tax Aid Fund using 
- For Seniors & Disabled Homeowners
- Applications & Requirements Available in December

Transfer of Liquor License
New Common Victualler / Entertainment

Applicant: J & Z Food Corporation
DBA: Six Po Hot Pot
Location: 1353 Beacon Street

Application Details:

This is a Transfer of an All Kinds liquor license from Bombay Bistro, Inc. d/b/a Rani Bistro, to J & Z Food Corporation, d/b/a Six Po Hot Pot, submitted by Kristen L. Scanlon, Esq., on behalf of Annie Liu, President and Director. Common Victualler and Entertainment applications are included.

Current Alcohol Service/Operating Hours:
Mon-Sat 11:30am-11pm; Sun 12pm-10pm

Proposed Alcohol Service/Operating Hours:
Sun-Sat 11am-11pm

Reports (Attached):
Health Department (Pending)
Building Department (Approved)
Police Department (Pending)
Fire Department (Approved)

TOWN of BROOKLINE

Massachusetts



Daniel F. Bennett
Building Commissioner

INTEROFFICE MEMORANDUM

Date: October 15, 2018

To: Melvin Kleckner
Town Administrator

From: Daniel Bennett
Building Commissioner

Re: 1353 Beacon Street - Application from J & Z Foods Corp., d/b/a Six Po Hot Pot, Annie Liu, President, to TRANSFER an All Kinds of Alcoholic Beverages as a Seven Day Common Victualler License and Entertainment (Radio, Taped Music & TV) License, with a seating capacity of 87 and operating hours of Sunday-Saturday 11am-11pm (your memo dated October 12, 2018).

The subject premises is located in a G-1.75 (CC) Coolidge Corner General Business District and the use of the premises as a restaurant of less than 5,000 sf is permitted by right under Section 4.30, Use #30, of the Town of Brookline Zoning By Law.

The premises conforms to the pertinent provisions of the State Building Code for use as a restaurant with a maximum capacity of (87) seats. The applicant is reminded that any change in signage will require review by the Planning Board and a sign permit from this office. It should also be noted that all building, plumbing, gasfitting, wiring and mechanical work requires permits from the Building Department.

If an odor problem occurs as a result of this use, an odor/exhaust control system designed and stamped by a registered professional engineer must be installed with a maintenance and cleaning schedule submitted to the Building Department.

The Building Department has no objection with the application from J & Z Foods Corp., d/b/a Six Po Hot Pot, Annie Liu, President, to TRANSFER an All Kinds of Alcoholic Beverages as a Seven Day Common Victualler License and Entertainment (Radio, Taped Music & TV) License, with a seating capacity of 87 and operating hours of Sunday-Saturday 11am-11pm.

Dawn Davis

From: Daniel J Carroll
Sent: Monday, October 15, 2018 9:19 AM
To: Dawn Davis
Subject: Re: Request for Reports - CV & Entertainment - 1353 Beacon

Follow Up Flag: Follow up
Flag Status: Flagged

The Fire Department has no objection to this license application.

Deputy Chief Dan Carroll
Brookline Fire Dept.
Fire Prevention Division
350 Washington St.
Brookline, Ma. 02445
617-730-2270

TOWN of BROOKLINE *Massachusetts*



SELECT BOARD

NEIL A. WISHINSKY, Chair
 BENJAMIN J. FRANCO
 NANCY S. HELLER
 BERNARD W. GREENE
 HEATHER A. HAMILTON

MELVIN A. KLECKNER
 Town Administrator

333 WASHINGTON STREET
 BROOKLINE, MASSACHUSETTS 02445

(617) 730-2200
 FAX: (617) 730-2054
www.BrooklineMA.gov

November 15, 2018

TO TOWN MEETING MEMBERS IN PRECINCT 10 and ABUTTERS

This is to advise you that a Public Hearing for a **Transfer of Liquor License and New Common Victualler** will be held on the following application:

Applicant:	J & Z Food Corporation d/b/a Six Po Hot Pot
License:	Transferring from Bombay Bistro, Inc. d/b/a Rani Bistro, holder of a license to Expose, Keep for Sale and To Sell All Kinds of Alcoholic Beverages to Be Drunk on the Premises as a Seven Day Common Victualler.
Premises:	1353 Beacon Street, Brookline, MA 02446
Hours:	Proposed Alcohol Service/Operating Hours: Sunday-Saturday, 11:00am-11:00pm Current Alcohol Service/Operating Hours: Monday-Saturday, 11:30am-11:00pm; Sunday 12:00pm-10:00pm

For your information, the Select Board will consider this and other licensing matters commencing at approximately 7:30 P.M. on Tuesday, November 27, 2018 in the Select Board's Hearing Room, 6th Floor, Town Hall, 333 Washington Street.


 Melvin A. Kleckner, Town Administrator

cc: Kristen L. Scanlon

LIC/1353 BEACON STREET
LEGAL NOTICE
TOWN OF BROOKLINE
TRANSFER OF LIQUOR LICENSE
NEW COMMON VICTUALLER

Notice is hereby given under Chapter 138 Section 12 of the General Laws that J & Z Food Corporation d/b/a Six Po Hot Pot, Annie Liu, President and Director, has applied for a Transfer of Liquor License from Bombay Bistro, Inc. d/b/a Rani Bistro, holder of a license to Expose, Keep for Sale and To Sell All Kinds of Alcoholic Beverages to Be Drunk on the Premises as a Seven Day Common Victualer, at 1353 Beacon Street, Brookline, Massachusetts. Current seating capacity is 87 and will remain the same. Proposed Alcohol Service/Operating Hours are Sunday-Saturday 11am-11pm. Previous Alcohol Service/Operating Hours were Monday-Saturday 11:30am-11:00pm and Sunday Noon-10:00pm. J & Z Food Corporation is owned by Samir Majmudar.

Public Hearing to be held in the Select Board's Hearing Room, 6th Floor, Town Hall, 333 Washington Street, Brookline, Massachusetts on Tuesday, November 27, 2018 at approximately 7:30 P.M.

By Order of the Select Board.

Melvin A. Kleckner
Town Administrator

AD#13746439
Brookline Tab 11/15/18

SCANLON LAW, LLC

October 9, 2018

Via Electronic Mail

Town of Brookline Board of Selectmen

Attn: Dawn Davis

333 Washington St

Brookline, MA 02445

dmddavis@brooklinema.gov

Re: Applications for Transfer of All Alcoholic Beverages License at Same Location, New CV and Entertainment License
FROM: Bombay Bistro, Inc. d/b/a Rani Bistro
TO: J & Z Foods Corporation d/b/a Six Po Hot Pot
1353 Beacon Street, Brookline, MA 02446

Dear Ms. Davis:

Please be advised that this office represents J & Z Foods Corporation d/b/a Six Po Hot Pot (the "Applicant") regarding the above referenced applications for a transfer of an All-Alcoholic Beverages License and a new CV and Entertainment license to be exercised at 1353 Beacon Street, Brookline, MA 02446 (the "Premises").

Enclosed please find the following documentation related to the above referenced application:

1. Seller's MA DOR Certificate of Good Standing;
2. Seller's MA DUA Certificate of Compliance;
3. ABCC Transfer of License Application including:
 - a. Applicant's Business Plan
 - b. Proof of Payment to the ABCC in the amount of \$200.00
 - c. Manager Application
 - d. Corporate Vote
 - e. Monetary Transmittal Form
4. Articles of Organization;
5. ABCC CORI Forms for all Officers, Directors, Shareholders and Manager of Record;
6. Brookline CORI Forms for all Officers, Directors, Shareholders and Manager of Record with Proof of Citizenship;
7. Asset Purchase Agreement;

30 Rowes Wharf, Suite 600 | Boston, MA 02110

(617) 639-1275 | kls@kscanlonlaw.com | www.kscanlonlaw.com

Ms. Dawn Davis
October 9, 2018
Page Two

8. Bank of America letter indicating Proof of Funds for Costs Associated with this Transaction;
9. Executed Lease;
10. Floor Plan;
11. Proposed Menu;
12. City of Brookline CV License Application with Interview Forms and Reference Letters for each Officer, Director, Shareholder and Manager of Record;
13. City of Brookline Entertainment License Application;
14. Litter Control Letter; and
15. Surrender License from Current CV Licensee (Seller) at Premises.

The proposed hours of operation for the Premises are daily 11:00am – 11:00 p.m.

We respectfully request that this matter be placed on the next available public hearing agenda which we understand is November 6, 2018. Should you have any questions or requests for additional information or documentation, please do not hesitate to contact me.

Thank you for your attention to this matter.

Sincerely,



Kristen L. Scanlon

Enc.

Edward W. Coyle, Jr., Chief
Collections Bureau



Charles D. Baker
GOVERNOR
Karyn E. Fields
LT GOVERNOR

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKING PEOPLE
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE



1437044132

Heather Acosta
SA, CTR DATE
Richard A. Joffers
DIR, CTR

BOMBAY BISTRO INC
1353 BEACON ST
BROOKLINE, MA 02446

EAN 82000800
September 20, 2018

Certificate Id:20695

The Department of Unemployment Assistance certifies that as of 9/26/2018, BOMBAY BISTRO INC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149, §189.

This certificate expires in 30 days from the date of issuance.

Richard A. Joffers, Director
Department of Unemployment Assistance

*The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street Boston, MA 02114
www.mass.gov/abcc*

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

Brookline

1. TRANSACTION INFORMATION

- ☒ Transfer of License
 ☐ Pledge of Inventory
 ☐ Change of Class
- ☐ Alteration of Premises
 ☐ Pledge of License
 ☐ Change of Category
- ☐ Change of Location
 ☐ Pledge of Stock
 ☐ Change of License Type
 (\$12 ONLY, e.g. "Club" to "restaurant")
- ☐ Management/Operating Agreement
 ☐ Other

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Transfer of All Alcohol Beverages License From: Bombay Bistro Inc. d/b/a Rami Indian Bistro To: J & Z Foods Corporation d/b/a Six Po Hot Pot at the same location 1353 Beacon Street, Brookline, MA 02446

Please see attached business plan for the applicant.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	\$12 Restaurant	All Alcoholic Beverages	Annual

3. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Current or Seller's License Number	00141-RS-0148	FEIN	83-1072388
Entity Name	J & Z Foods Corporation		
DBA	Six Po Hot Pot	Manager of Record	Annie Liu
Street Address	1353 Beacon Street, Brookline, MA 02446		
Phone	774-578-8188	Email	JesslilyBoston@gmail.com
Add'l Phone	N/A	Website	TBD

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

Total sf: 2,760. In one room on ground floor, with two dining rooms, kitchen and restrooms in rear of premises; basement for storage. Main entrance/exit on Beacon Street, with emergency exit in rear of premises.

Total Sq. Footage	2,760	Seating Capacity	87	Occupancy Number	proposed 120
Number of Entrances	1	Number of Exits	2	Number of Floors	2

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name

Bombay Bistro, Inc.

By what means is the
license being
transferred?

Purchase

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Samir Majmudar	Sole Officer & Director	100%
Name of Principal	Title/Position	Percentage of Ownership
Prakruti Majmudar	Director	0%
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises(Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.

- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Annie Liu	31 Clafin Road, Brookline, MA 02445	020-88-7966	07/30/1988
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
President & Director	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Yuzhu "Jessica" Jiang	325 Speen Street, Apt. 413, Natick, MA 01760	802-47-6302	12/07/1989
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
Treasurer	40%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Zhongsu "Lily" Zhao	247 Ridge Lane #211, Waltham, MA 02452	896-02-0543	06/19/1990
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
Secretary & Director	60%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Barbara Wong	505 4th St., Apt 318, Hoboken NJ 07030	018-88-0136	05/05/1991
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
Director	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

APPLICATION FOR A TRANSFER OF LICENSE

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen <input type="radio"/> Yes <input type="radio"/> No	MA Resident <input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen <input type="radio"/> Yes <input type="radio"/> No	MA Resident <input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen <input type="radio"/> Yes <input type="radio"/> No	MA Resident <input type="radio"/> Yes <input type="radio"/> No

Additional pages attached?

☐ Yes ☒ No**CRIMINAL HISTORY**

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No**MANAGEMENT AGREEMENT**

Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement.

☐ Yes ☒ No**6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. CORPORATE STRUCTURE

Entity Legal Structure	Corporation	Date of Incorporation	June 28, 2018
State of Incorporation	Massachusetts	Is the Corporation publicly traded?	Yes <input type="radio"/> No <input checked="" type="radio"/>

8. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name Webster Trust

Landlord Phone 617-267-1614

Landlord Email

michael@salterandkahn.com

Landlord Address 359 Boylston Street, Boston, MA 02116

Lease Beginning Date

See Schedule A(g) in Lease

Rent per Month

9,660.00

Lease Ending Date

10 yrs following beginning date

Rent per Year

115,920.00

Will the Landlord receive revenue based on percentage of alcohol sales?

Yes ☐ No ☒

9. APPLICATION CONTACT

The application contact is the person who the licensing authorities should contact regarding this application.

Name:

Kristen Scanlon

Phone:

(617) 639-1275

Title:

Attorney

Email:

KLS@KScanlonLaw.com

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0
B. Purchase Price for Business Assets	280,000
C. Other (Please specify)	120,000*
D. Total Cost	400,000

*cosmetic renovations, furniture, lighting, flooring, kitchen equipment, start up costs

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
J&Z Foods Corporation	\$400,000
Total:	400,000

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

Source of funds for business assets and start up costs provided by cash funds of applicant entity, J&Z Foods Corporation as evidenced by Bank of America letter attached, dated October 1, 2018.

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?

12. MANAGER APPLICATION**A. MANAGER INFORMATION**

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Annie Liu

Date of Birth

SSN

Residential Address

Email

Phone

Please indicate how many hours per week you intend to be on the licensed premises

20 hrs**B. CITIZENSHIP/BACKGROUND INFORMATION**

Are you a U.S. Citizen?*

☒ Yes☐ No

*Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship: US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

☐ Yes☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
9/2017	Present	Tax Associate	Eze Software Group	Christine Brooks
1/2014	9/2016	Tax Accountant	The Boston Consulting Group	Yan Peng
2/13	9/13	Acct Assistant	China	
9/11	12/11	Office Staff	Anhui	

5/10 8/10 Intern Associate
 D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary, utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature

Date

10/9/2018

APPLICANT'S STATEMENT

I, Zhongshu Zhao the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
 Authorized Signatory

of J & Z Foods Corporation

Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: X [Signature]

Date: October 9, 2018

Title: Secretary



*Six Pa Hat Pat Restaurant
Business Plan*

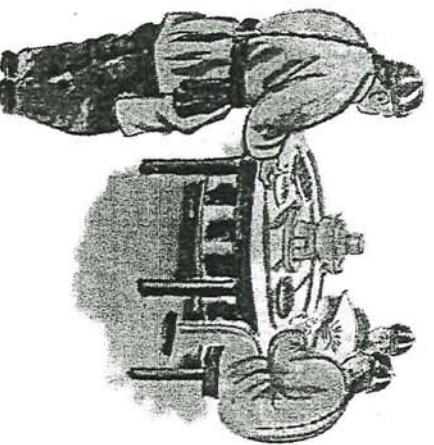


About Us

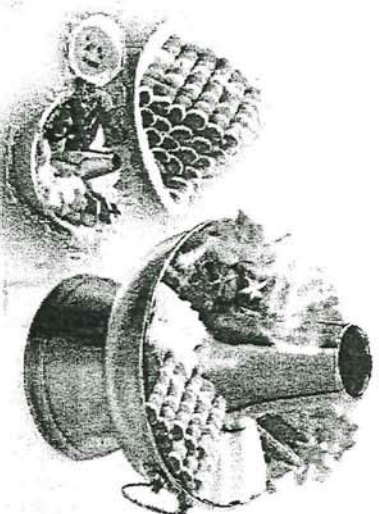
We are bringing one of the most popular foods in China to the Boston Foods Industry. It is a new style of Chinese tradition hot pot, that we put meat, vegetables and hundreds of food materials onto bamboo sticks. Bamboo-Sticks Hot Pot has been very popular in China for the last 2-3 years. It is a novel way to eat meat with a delicious beef oil soup base.

Our business is a famous classic hot pot brand in China, called Six Po Hot Pot. It has its own large-scale modern factory, historical heritage of secret ingredients formula, professional management and technical team. So far, Six Po Hot Pot already has 497 branches in every key city of China, and two years ago, Six Po Hot Pot started to develop overseas business in Sydney, Australia. It was so popular that attracted the attention of Sydney's mainstream media and many celebrities, and it has expanded to 4 branched in Australia within 2 years. And now, we are bringing Six Po Hot Pot to the United States, we will be the first one and the headquarters in the future in the US.

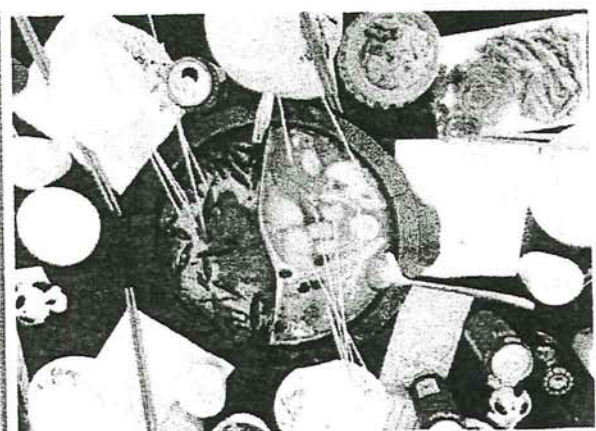
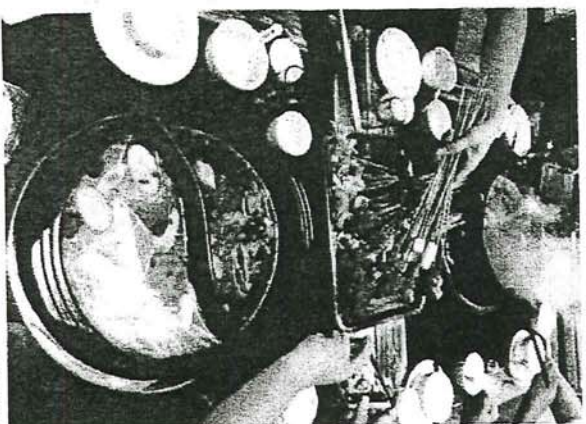
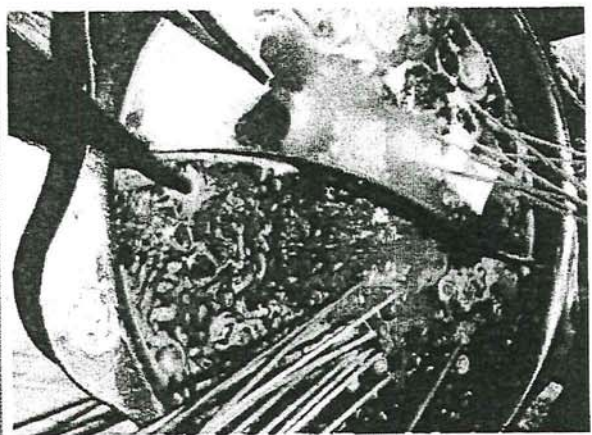
A few big cities in the United States now have the similar beef oil hot pot restaurant and they are all very popular and successful. Such as the XiangTianXia Hot Pot in New York, the Niujiaoian Hot Pot in Houston, the Laozao Hot Pot in Los Angeles. Our Restaurant will be the first and the unique Authentic Sichuan Hot Pot in Massachusetts.



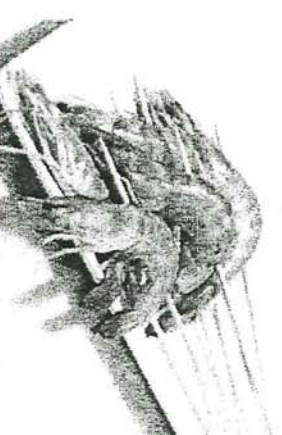
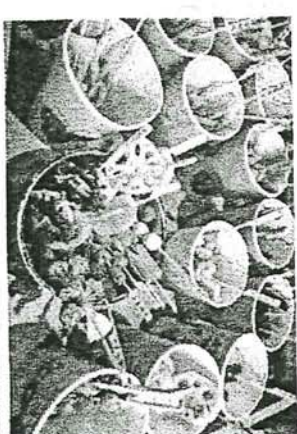
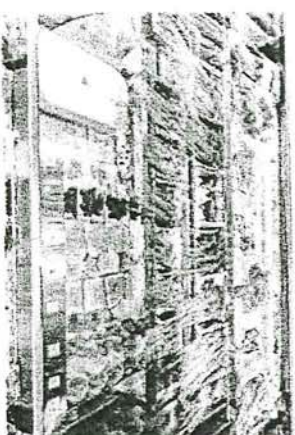
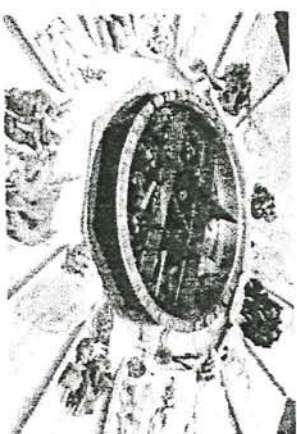
SPICY
DELICIOUS



Our Concept



Food Examples



Motivation

1

True passion in food industry

2

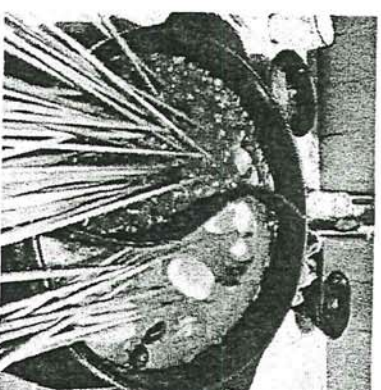
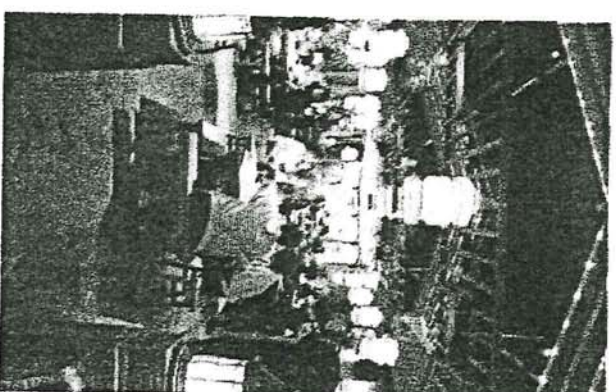
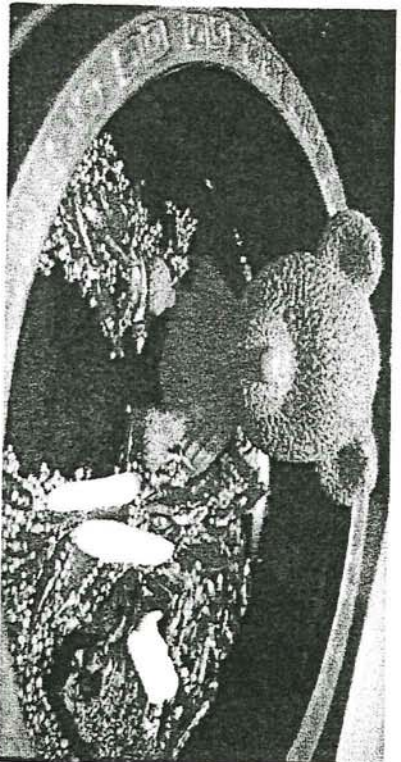
Chinese spicy hot pot is promising in Boston market

3

Bring new food concept which is tested with great success in China into Boston

4

Family support



Specialty

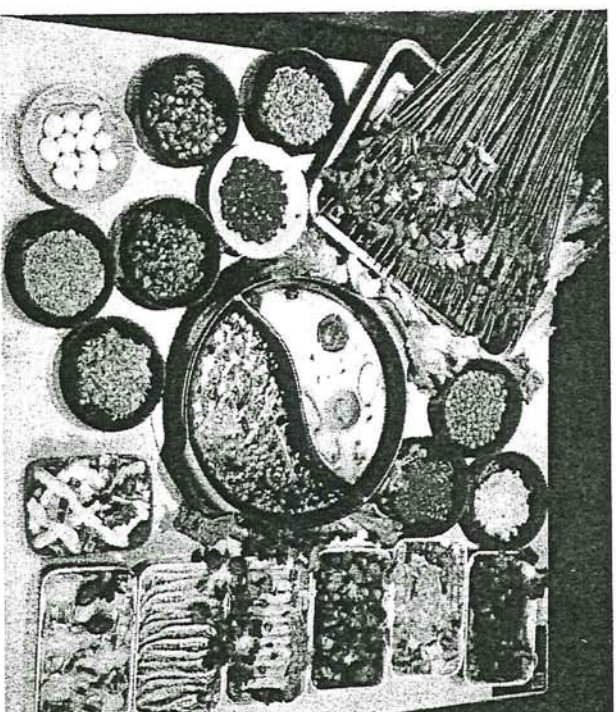
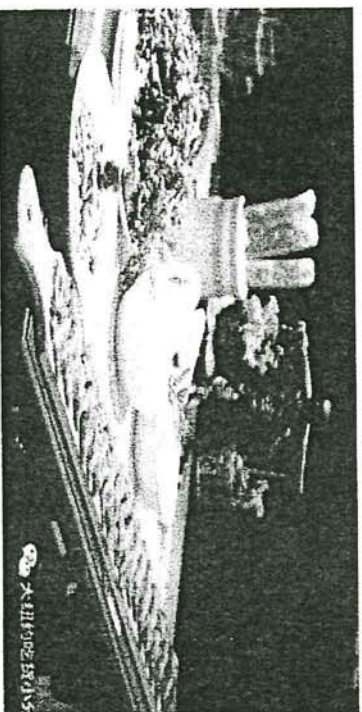
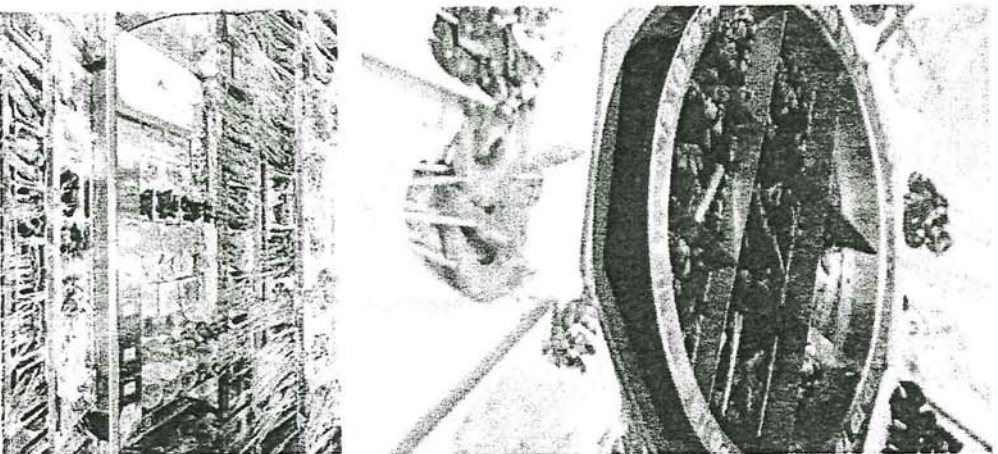
1
Bamboo sticks : bite-sized,
unique check-out method

2
Beef oil soup base

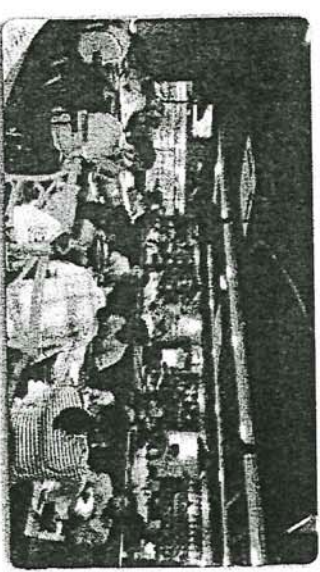
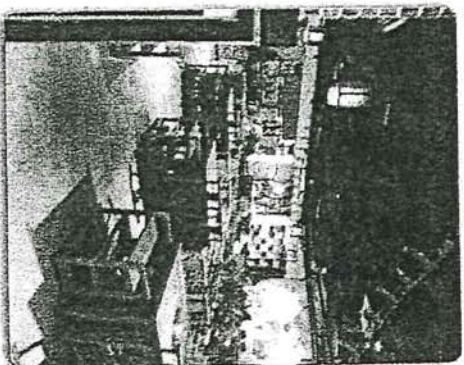
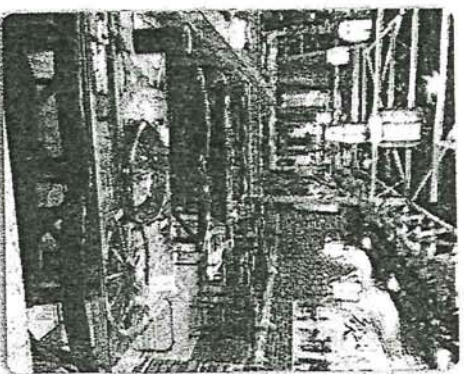
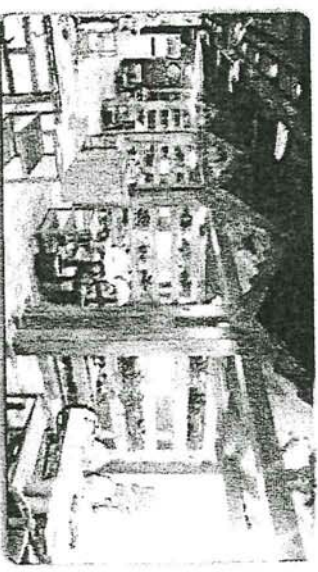
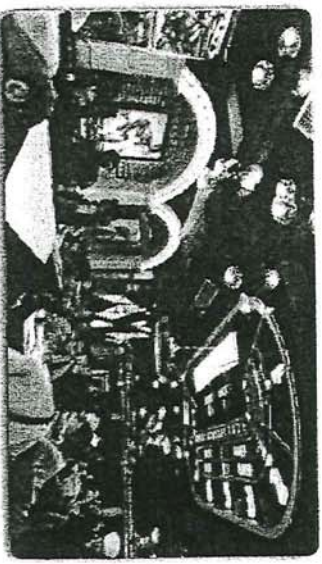
3
Self-service

4
Franchise: secret recipe; large-scale
modern factory; professional
management and technical team

<https://www.youtube.com/watch?v=BShYPT-ezLg>



Current Market



China

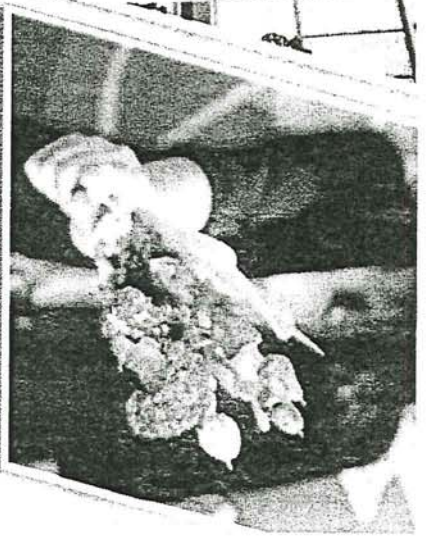
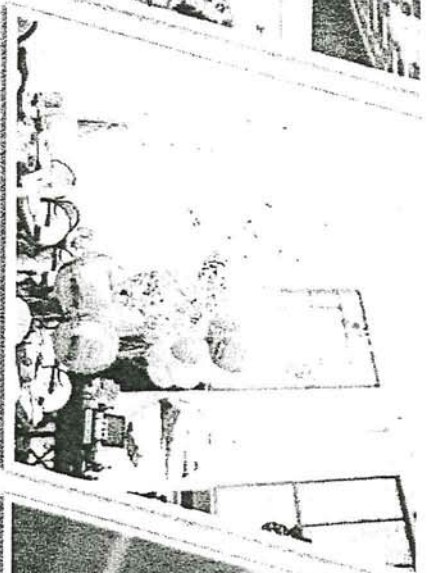
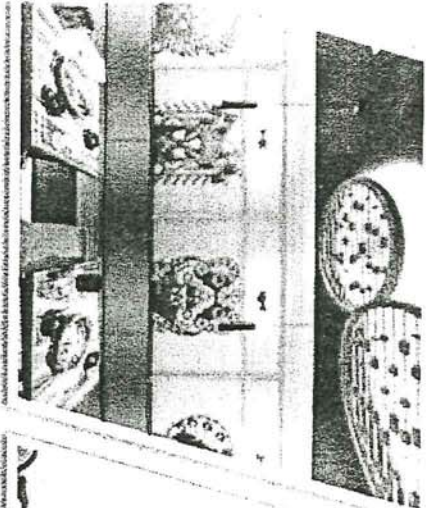
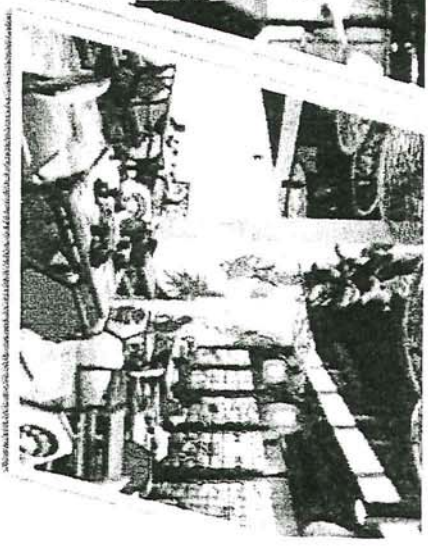
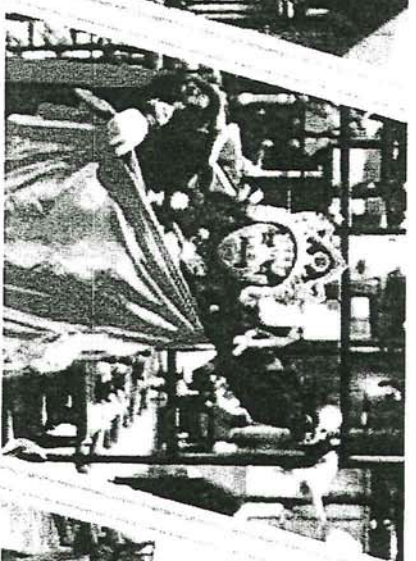
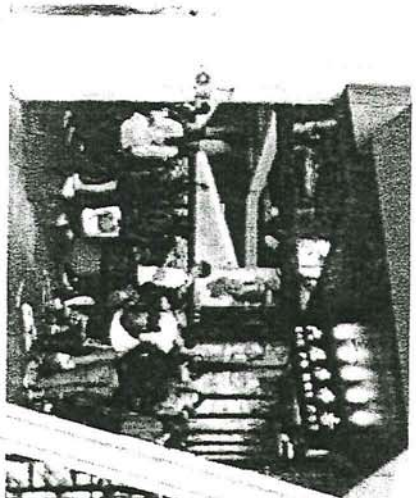


496

Branches

Since 2005

Current Market



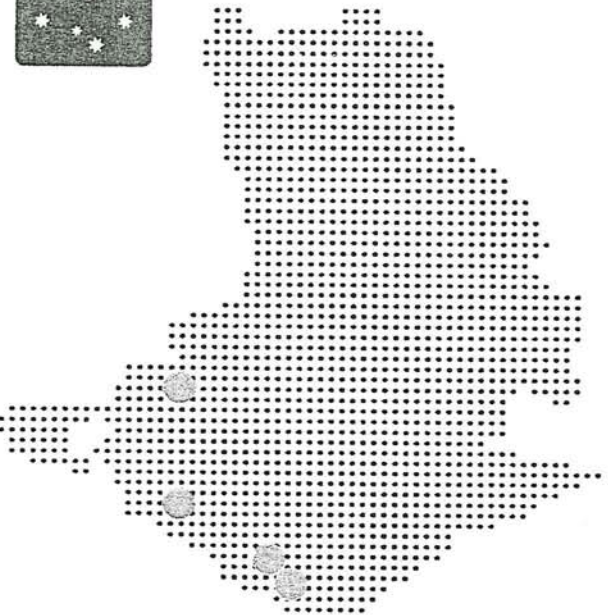
4

Branches

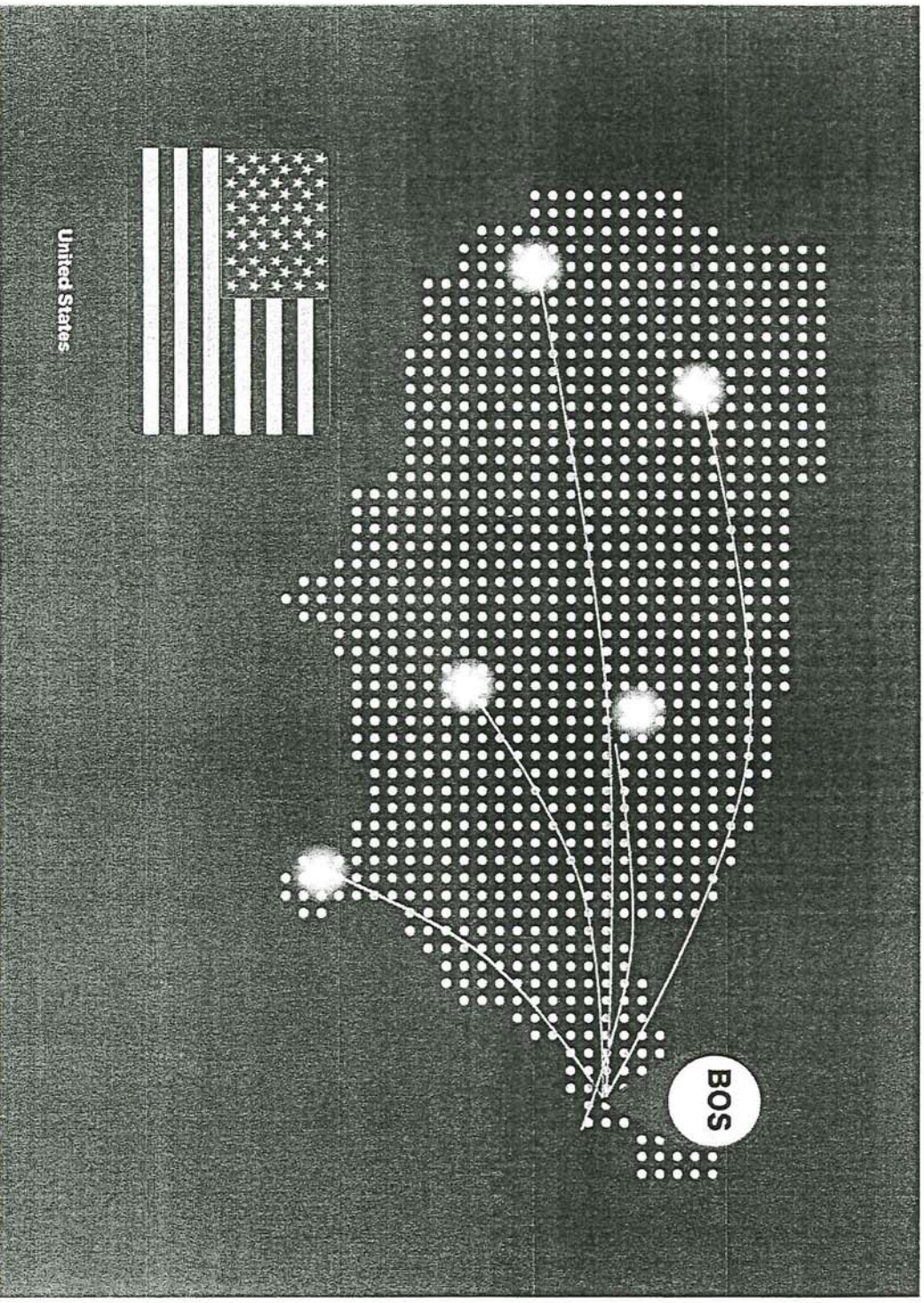
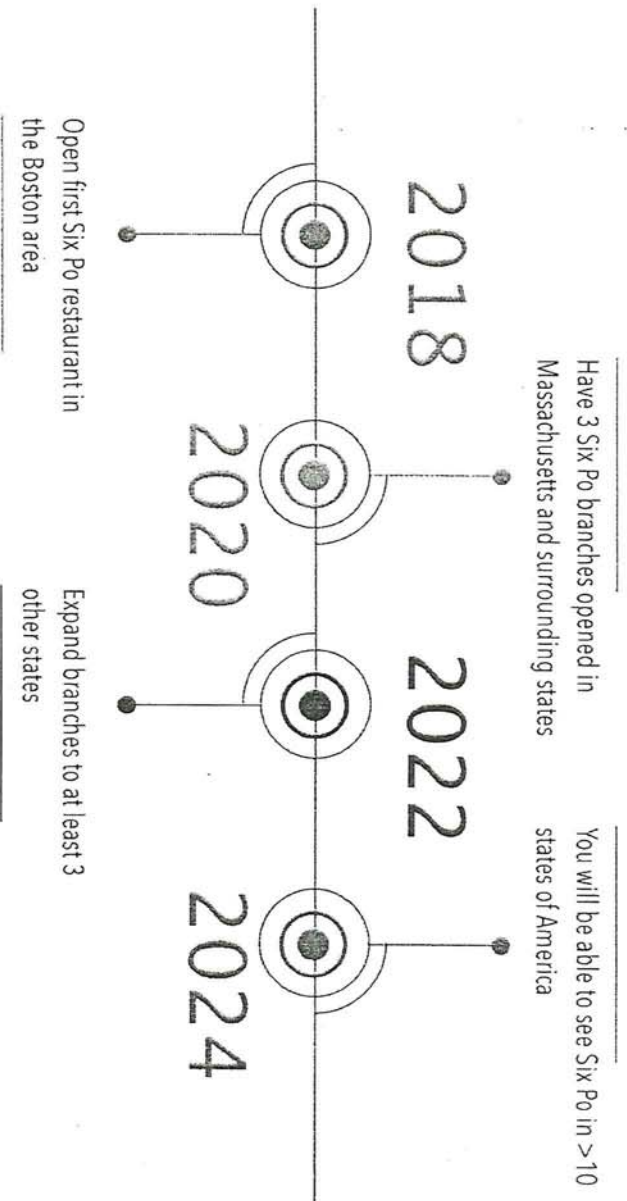
Since 2015



Australia



US Expansion Timeline



CORPORATE VOTE

The Board of Directors or LLC Managers of J & Z Foods Corporation
Entity Name

duly voted to apply to the Licensing Authority of Brookline and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on October 9, 2018
City/Town Date of Meeting

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input checked="" type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other <u> </u> | <input type="checkbox"/> Change of DBA | |

"VOTED: To authorize Zhongsu Zhao

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint Annie Liu

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

徐仲舒

Corporate Officer /LLC Manager Signature

For Corporations ONLY
A true copy attest,

徐仲舒

Corporation Clerk's Signature

*The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street Boston, MA 02114*

www.mass.gov/abcc

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION FOR A TRANSFER OF LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL
LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: <https://www.paybill.com/mass/abcc/retail/>
PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL

EPAY CONFIRMATION NUMBER

282001

A,B,C,C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

00141-RS-0148

ENTITY/ LICENSEE NAME J & Z Foods Corporation / Six Po Hot Pot

ADDRESS 1353 Beacon Street

CITY/TOWN Brookline

STATE MA

ZIP CODE 02446

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input checked="" type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Main) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other | | <input type="checkbox"/> Change of DBA |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS
TRANSMITTAL FORM ALONG WITH
COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION
239 CAUSEWAY STREET
BOSTON, MA 02241-3396



The Commonwealth of Massachusetts

Alcoholic Beverages Control Commission

239 Causeway Street Boston, MA 02114 Telephone 617.727.3040

To pay your bill online:

1. Enter Your Account Number
2. Select the payment type and enter a payment amount - [Please click here for our ACH FAQ](#)
3. Select the payment type and enter a payment amount
4. Confirm your entries
5. On approval, write down the Confirmation Number for future reference

[Privacy Statement](#)



Your Payment Has Been Approved

Customer Name J&Z Foods Corporation

License Type Retail License Filing Fee

Method Of Payment Checking

Bank Account Number ****8188

Your Confirmation Number Is 282001.

[Exit](#)

[Make Another Payment](#)

[Print](#)

MA SOC Filing Number: 201822039320 Date: 7/18/2018 1:22:00 PM



The Commonwealth of Massachusetts
William Francis Galvin

No Fee

Secretary of the Commonwealth, Corporations Division

One Ashburton Place, 17th floor

Boston, MA 02108-1512

Telephone: (617) 727-9640

Statement of Change of Supplemental Information

(General Laws, Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17)

1. Exact name of the corporation: J & Z FOODS CORPORATION

2. Current registered office address:

Name: CONNIE DAL ESO.No. and Street: 460 TOTTEN POND ROAD, SUITE 410City or Town: WALTHAM State: MA Zip: 02451 Country: USA

3. The following supplemental information has changed:

Names and street addresses of the directors, president, treasurer, secretary

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	ANNIE LIU	31 CLAFLIN ROAD BROOKLINE, MA 02445 USA
TREASURER	YUZHU JIANG	325 SPEEN STREET, APT. 413 NATICK, MA 01760 USA
SECRETARY	ZHONGSHU ZHAO	247 RIDGE LANE, APT. 211 WALTHAM, MA 02452 USA
DIRECTOR	BARBARA WONG	333 RICCIUTI DRIVE, APT. 1821 QUINCY, MA 02169 USA
DIRECTOR	ZHONGSHU ZHAO	247 RIDGE LANE, APT. 211 WALTHAM, MA 02452 USA
DIRECTOR	ANNIE LIU	31 CLAFLIN ROAD BROOKLINE, MA 02445 USA

— Fiscal year end:
 December

— Type of business in which the corporation intends to engage:

CHINESE HOT POT RESTAURANT

— Principal office address:

No. and Street: 460 TOTTEN POND ROAD
SUITE 410

City or Town: WALTHAM State: MA Zip: 02451 Country: USA

— 9. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

MA SOC Filing Number: 201822039320 Date: 7/18/2018 1:22:00 PM

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

July 18, 2018 01:22 PM

A handwritten signature in cursive script, reading "William Francis Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001334806

ARTICLE I

The exact name of the corporation is:

J & Z FOODS CORPORATION

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

TO OWN AND OPERATE A CHINESE HOT POT RESTAURANT, AND TO GENERALLY ENGAGE IN AND CARRY ON ANY BUSINESS RELATED THERETO, TO CONDUCT BUSINESS AS A CORPORATION UNDER THE PROVISIONS OF MASSACHUSETTS LAW AND TO PERFORM ALL ACTIVITIES ALLOWABLE UNDER SAID STATUTE IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments Num of Shares	Total Par Value	Total Issued and Outstanding Num of Shares
CWP	\$0.00100	275,000	\$275.00	0

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

THE TOTAL NUMBER OF SHARES OF ALL CLASSES OF STOCK WHICH THE CORPORATION SHALL HAVE AUTHORITY TO ISSUE IS 275,000, CONSISTING OF 275,000 SHARES OF COMMON STOCK. \$0.001 PAR VALUE PER SHARE. NO ADDITIONAL STOCK MAY BE ISSUED WITHOUT THE APPROVAL OF THE BOARD OF DIRECTORS.

MENT OF THE DESIGNATIONS AND THE POWERS, PRIVILEGES AND RIGHTS, AND THE QUALIFICATIONS, LIMITATIONS OR RESTRICTIONS THEREOF IN RESPECT OF COMMON STOCK OF THE CORPORATION. 1. VOTING. THE HOLDERS OF COMMON STOCK ARE ENTITLED TO ONE VOTE FOR EACH SHARE HELD AT THE ALL MEETINGS OF STOCKHOLDERS (AND WRITTEN ACTIONS IN LIEU OF MEETINGS). 2. DIVIDENDS. DIVIDENDS MAY BE DECLARED AND PAID ON THE COMMON STOCK FROM FUNDS LAWFULLY AVAILABLE THEREFORE AND WHEN DETERMINED BY THE BOARD OF DIRECTORS. 3. LIQUIDATION. UPON THE DISSOLUTION OR LIQUIDATION OF THE CORPORATION, WHETHER VOLUNTARY OR INVOLUNTARY, HOLDERS OF COMMON STOCK WILL BE ENTITLED TO RECEIVE ALL ASSETS OF THE CORPORATION AVAILABLE FOR DISTRIBUTION TO ITS STOCKHOLDERS.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

N/A

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

OTHER LAWFUL PROVISIONS, IF ANY, FOR THE CONDUCT AND REGULATION OF THE BUSINESS AND AFFAIRS OF THE CORPORATION, FOR ITS VOLUNTARY DISSOLUTION, OR FOR LIMITING, DEFINING, OR REGULATING THE POWERS OF THE CORPORATION, OR OF ITS DIRECTORS OR STOCKHOLDERS, OR OF ANY CLASS OF STOCKHOLDERS: A. LIMITATION OF DIRECTOR LIABILITY A DIRECTOR OF THIS CORPORATION SHALL NOT BE PERSONALLY LIABLE TO THE CORPORATION OR ITS STOCKHOLDERS FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS A DIRECTOR, NOTWITHSTANDING ANY PROVISION OF LAWS IMPOSING SUCH LIABILITY, EXCEPT FOR LIABILITY (I) FOR ANY BREACH OF THE DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION OR STOCKHOLDERS, (II) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (III) UNDER CHAPTER 156D OF THE MASSACHUSETTS GENERAL LAWS OR (IV) FOR ANY TRANSACTION FROM WHICH THE DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT. NO AMENDMENT TO OR REPEAL OF ANY DIRECTOR OF THE CORPORATION FOR OR WITH RESPECT TO ANY ACTS OR OMISSIONS OF SUCH DIRECTOR OCCURRING PRIOR TO SUCH AMENDMENT. B. INDEMNIFICATION 1. THE CORPORATION SHALL, TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE PROVISIONS OF CHAPTER 156D OF THE MASSACHUSETTS GENERAL LAWS, AS AMENDED FROM TIME TO TIME, INDEMNIFY EACH PERSON WHO WAS OR IS A PARTY OR IS THREATENED TO BE MADE A PARTY TO ANY THREATENED, PENDING OR COMPLETED ACTION, SUIT OR PROCEEDING, WHETHER CIVIL, CRIMINAL, ADMINISTRATIVE OR INVESTIGATIVE, BY REASON OF THE FACT THAT HE IS OR WAS, OR HAS AGREED TO BECOME, A DIRECTOR OR OFFICER OF THE CORPORATION, OR IS OR WAS SERVING, OR HAS AGREED TO SERVE, AT THE REQUEST OF THE CORPORATION, AS A DIRECTOR OR OFFICER OF, OR IN A SIMILAR CAPACITY WITH, ANOTHER ORGANIZATION OR IN ANY CAPACITY WITH RESPECT TO ANY EMPLOYEE BENEFIT PLAN OF THE CORPORATION, OR BY REASON OF ANY ACTION ALLEGED TO HAVE BEEN TAKEN OR OMITTED IN SUCH CAPACITY, AGAINST ALL EXPENSES (INCLUDING ATTORNEY FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT INCURRED BY HIM OR ON HIS BEHALF IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING AND ANY APPEAL THEREFROM, UNLESS SUCH PERSON SHALL BE FINALLY ADJUDICATED IN SUCH ACTION, SUIT OR PROCEEDING NOT TO HAVE ACTED IN GOOD FAITH IN THE REASONABLE BELIEF THAT HIS ACTION WAS IN THE BEST INTERESTS OF THE CORPORATION OR, TO THE EXTENT SUCH MATTER RELATES TO SERVICE WITH RESPECT TO AN EMPLOYEE BENEFIT PLAN, IN THE BEST INTERESTS OF THE PARTICIPANTS OR BENEFICIARIES OF SUCH EMPLOYEE BENEFIT PLAN. 2. NOT WITHSTANDING THE PROVISIONS OF SECTION 1 OF THIS ARTICLE 6B, IN THE EVENT THAT

D IN A MANNER WHICH IMPOSES ANY LIABILITY OR OBLIGATION UPON ANY PERSON IN A MATTER FOR WHICH SUCH PERSON WOULD OTHERWISE BE ENTITLED TO INDEMNIFICATION HEREUNDER, NO INDEMNIFICATION SHALL BE PROVIDED TO SUCH PERSON WITH RESPECT TO SUCH MATTER IF IT IS DETERMINED, PURSUANT TO SECTION 4 OF THIS ARTICLE 6B, ON THE BASIS OF FACTS KNOWN AT THE TIME (WITHOUT INDEPENDENT INVESTIGATION), THAT SUCH PERSON DID NOT ACT IN GOOD FAITH IN THE REASONABLE BELIEF THAT HIS ACTION WAS IN THE BEST INTERESTS OF THE CORPORATION OR, TO THE EXTENT SUCH MATTER RELATES TO SERVICE WITH RESPECT TO AN EMPLOYEE BENEFIT PLAN, IN THE BEST INTERESTS OF THE PARTICIPANTS OR BENEFICIARIES OF SUCH EMPLOYEE BENEFIT PLAN. 3. INDEMNIFICATION MAY INCLUDE PAYMENT BY THE CORPORATION OF EXPENSES IN DEFENDING AN ACTION OR PROCEEDING IN ADVANCE OF THE FINAL DISPOSITION OF SUCH ACTION OR PROCEEDING UPON RECEIPT OF AN UNDERTAKING BY THE PERSON INDEMNIFIED TO REPAY SUCH PAYMENT IF IT IS ULTIMATELY DETERMINED THAT SUCH PERSON IS NOT ENTITLED TO INDEMNIFICATION UNDER THIS ARTICLE 6B, WHICH UNDERTAKING MAY BE ACCEPTED WITHOUT REFERENCE TO THE FINANCIAL ABILITY OF SUCH PERSON TO MAKE SUCH REPAYMENT. 4. ANY DETERMINATION OF WHETHER A PERSON IS ENTITLED TO INDEMNIFICATION PURSUANT TO SECTION 2 OF THIS ARTICLE 6B SHALL BE MADE BY: (A) A MAJORITY VOTE OF A QUORUM OF THE DIRECTORS OF THE CORPORATION CONSISTING OF PERSONS WHO ARE NOT AT THE TIME PARTIES TO THE ACTION, SUITE OR PROCEEDING IN QUESTION ("DISINTERESTED DIRECTORS"); (B) IF NO SUCH QUORUM IS OBTAINABLE, A MAJORITY VOTE OF A COMMITTEE OF TWO OR MORE DISINTERESTED DIRECTORS; (C) A MAJORITY VOTE OF A QUORUM OF THE OUTSTANDING SHARES OF STOCK OF ALL CLASSES ENTITLED TO VOTE FOR DIRECTORS, VOTING AS A SINGLE CLASS, WHICH QUORUM SHALL CONSIST OF STOCKHOLDERS WHO ARE NOT AT THE TIME PARTIES TO THE ACTION, SUITE OR PROCEEDING IN QUESTION; (D) INDEPENDENT LEGAL COUNSEL (WHO MAY BE REGULAR LEGAL COUNSEL TO THE CORPORATION) APPOINTED FOR SUCH PURPOSE BY VOTE OF THE DIRECTORS IN THE MANNER SPECIFIED IN CLAUSE (A) OR (B) ABOVE; OR (E) A COURT OF COMPETENT JURISDICTION. 5. THE CORPORATION SHALL NOT INDEMNIFY ANY SUCH PERSON SEEKING INDEMNIFICATION IN CONNECTION WITH A PROCEEDING (OR PART THEREOF) INITIATED BY SUCH PERSON UNLESS THE INITIATION THEREOF WAS APPROVED BY THE BOARD OF DIRECTORS OF THE CORPORATION. 6. THE INDEMNIFICATION RIGHTS PROVIDED IN THIS ARTICLE (I) SHALL NOT BE DEEMED EXCLUSIVE OF ANY OTHER RIGHTS TO WHICH THOSE INDEMNIFIED MAY BE ENTITLED UNDER ANY LAW, AGREEMENT OR VOTE OF STOCKHOLDERS OR DISINTERESTED DIRECTORS OR OTHERWISE, AND (II) SHALL INURE TO THE BENEFIT OF THE HEIRS, EXECUTORS AND ADMINISTRATORS OF SUCH PERSONS. THE CORPORATION MAY, TO THE EXTENT AUTHORIZED FROM TIME TO TIME BY ITS BOARD OF DIRECTORS, GRANT INDEMNIFICATION RIGHTS TO OTHER EMPLOYEES OR AGENTS OF THE CORPORATION AND SUCH RIGHTS MAY BE EQUIVALENT TO, OR GREATER OR LESS THAN, THOSE SET FORTH IN THIS ARTICLE 6B. C. PREEMPTIVE RIGHTS 1. EACH SHAREHOLDER SHALL HAVE PREEMPTIVE RIGHTS TO SUBSCRIBE TO ANY NEW ISSUE OF STOCK OF THE CLASS HELD BY HIM OR HER IN PROPORTION TO HIS OR HER HOLDINGS. 2. EACH SHAREHOLDER SHALL HAVE PREEMPTIVE RIGHTS TO SUBSCRIBE TO ANY NEW ISSUE OF STOCK OR TO PURCHASE ANY TREASURY STOCK SOLD OR REISSUED BY THE CORPORATION. 3. ANY UNISSUED CAPITAL STOCK FROM TIME TO TIME AUTHORIZED UNDER THE ARTICLES OF ORGANIZATION MAY BE ISSUED BY A VOTE OF TWO-THIRDS IN INTEREST OF ALL OF THE ISSUED AND OUTSTANDING SHARES OF THE STOCK OF THE CORPORATION. EVERY SHAREHOLDER OF THE CORPORATION SHALL HAVE A PREEMPTIVE RIGHT TO SUBSCRIBE TO ANY NEW ISSUE OF STOCK WITHIN THIRTY (30) DAYS AFTER THE AFORESAID VOTE AND IN PROPORTION TO THE NUMBER OF SHARES OWNED BY SUCH SHAREHOLDER AT THE TIME OF SAID VOTE, AND FURTHER PREEMPTIVE RIGHT TO SUBSCRIBE PROPORTIONATELY TO ANY SUCH NEW ISSUE OF STOCK AS TO WHICH SUCH PREEMPTIVE RIGHTS ARE DEFAULTED OR NOT EXERCISED BY OTHER SHAREHOLDERS, WITHIN TEN (10) DAYS AFTER SUCH DEFAULT OF NON-EXERCISE. 4. IN CASE OF INCREASE OF CAPITAL OR ANY ADDITION

OF THEIR STOCKHOLDINGS SHALL HAVE THIRTY (30) DAYS FROM RECEIPT OF NOTICE OF SUCH ACTION WITHIN WHICH TO DECLARE EXERCISE OF THESE PREEMPTIVE RIGHTS AND TO DEPOSIT THE REQUIRED NEW CAPITAL WITH THE COMPANY. SHOULD ONE NOT EXERCISE PREEMPTIVE RIGHTS, THE OTHER SHAREHOLDER SHALL BE ENTITLED TO SUBSCRIBE PROPORTIONATELY TO PART OR ALL OF THOSE NEW SHARES WITHIN FIFTEEN (15) DAYS. SHOULD SUCH OTHER HOLDERS NOT EXERCISE SUCH RIGHTS, THE COMPANY MAY OFFER THE REMAINING NEW SHARES TO OUTSIDE PARTIES. ALL SHARES TO BE ISSUED IN FUTURE WILL BE SUBJECT TO THIS PROVISION AND WILL BE ENDORSED IN BLANK AND DEPOSITED WITH THE CORPORATION OR TRANSFER AGENT. NEW SHAREHOLDERS WILL TAKE SUBJECT TO THIS BYLAW. D. OTHER PROVISIONS 1. THE DIRECTORS MAY MAKE, AMEND, OR REPEAL THE BYLAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISIONS OF SUCH BYLAWS WHICH BY LAW OR THESE ARTICLES OR THE BYLAWS REQUIRES ACTION BY THE STOCKHOLDERS. 2. MEETINGS OF THE STOCKHOLDERS OF THE CORPORATION SHALL BE HELD ANYWHERE IN OR OUTSIDE OF THE UNITED STATES. 3. THE CORPORATION SHALL HAVE THE POWER TO BE A PARTNER IN ANY BUSINESS OR ENTERPRISE THAT THIS CORPORATION WOULD HAVE THE POWER TO CONDUCT BY ITSELF. 4. THE CORPORATION, BY VOTE OF A MAJORITY OF THE STOCK OUTSTANDING AND ENTITLED TO VOTE THEREON (OR IF THERE ARE TWO OR MORE CLASSES OF STOCK ENTITLED TO VOTE AS SEPARATE CLASSES, THEN BY VOTE OF A MAJORITY OF EACH SUCH CLASS OF STOCK OUTSTANDING), MAY (I) AUTHORIZE ANY AMENDMENT TO ITS ARTICLES OF ORGANIZATION PURSUANT CHAPTER 156D OF THE MASSACHUSETTS GENERAL LAWS, AS AMENDED FROM TIME TO TIME; (II) AUTHORIZE THE SALE, LEASE OR EXCHANGE OF ALL OR SUBSTANTIALLY ALL OF ITS PROPERTY AND ASSETS, INCLUDING ITS GOODWILL, PURSUANT TO CHAPTER 156D OF THE MASSACHUSETTS GENERAL LAWS, AS AMENDED FROM TIME TO TIME; AND (III) APPROVE AN AGREEMENT OF MERGER OR CONSOLIDATION PURSUANT TO CHAPTER 156D OF THE MASSACHUSETTS GENERAL LAWS, AMENDED FROM TIME TO TIME.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a, b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: CONNIE DAL ESO,
 No. and Street: 460 TOTTEN POND ROAD, SUITE 410
 City or Town: WALTHAM State: MA Zip: 02451 County: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
PRESIDENT	LIU JING	31 CLAFLIN ROAD BROOKLINE, MA 02445 USA
TREASURER	YUZHU JIANG	325 SPEEN STREET, APT. 413 NATICK, MA 01760 USA
SECRETARY	ZHONGSHU ZHAO	247 RIDGE LANE, APT. 211 WALTHAM, MA 02452 USA
DIRECTOR	LIU JING	31 CLAFLIN ROAD BROOKLINE, MA 02445 USA
DIRECTOR	BARBARA WONG	333 RICCUIITI DRIVE, APT. 1821 QUINCY, MA 02169 USA
DIRECTOR	ZHONGSHU ZHAO	247 RIDGE LANE, APT. 211 WALTHAM, MA 02452 USA

d. The fiscal year end (i.e., tax year) of the corporation:
December

e. A brief description of the type of business in which the corporation intends to engage:

CHINESE HOT POT RESTAURANT

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street: 460 TOTTEN POND ROAD
SUITE 410
City or Town: WALTHAM State: MA Zip: 02451 County: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 460 TOTTEN POND ROAD
SUITE 410
City or Town: WALTHAM State: MA Zip: 02451 County: USA
which is
☒ its principal office
☐ an office of its secretary/assistant secretary
☐ an office of its transfer agent
☐ its registered office

Signed this **28 Day of June, 2018 at 5:04:26 PM** by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

CONNIE DAI

MA SOC Filing Number: 201817677160 Date: 6/28/2018 5:03:00 PM

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

June 28, 2018 05:03 PM

A handwritten signature in cursive script, reading "William Francis Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

MASSACHUSETTS

DRIVER'S LICENSE

USA
MA

05-05-1991



Mass. R. Registry Registrar

4a ISS

04-18-2016

9a END

NONE

4d

4b

3

9 CLASS

17 RES

15 SEX F

16 HGT 5-06

D

NONE

WONG

BARBARA

5 DD 04-20-2016 Rev 07-15-2009

Barbara Wong



Type / Type / Type

Summary

Given Names / Prénoms / Nombres

UNITED STATES OF AMERICA



Date of issue / Date de livraison / Fecha de expedición

Date of expiration / Date d'expiration (see the instructions)

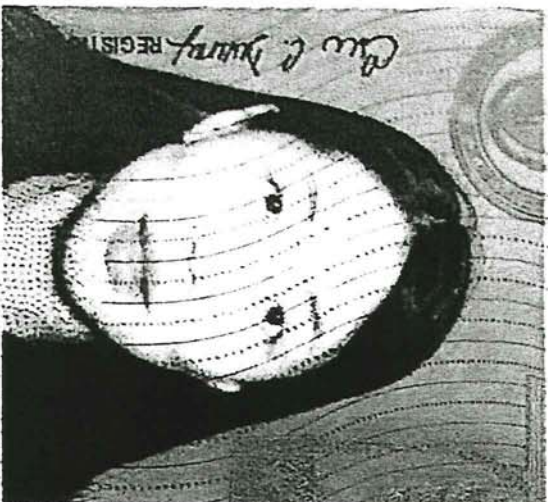
Endorelements / Allocations / Spectacles / Antidotes / ...

18

[illegible]

MASSACHUSETTS

DRIVER'S LICENSE



1 JIANG
2 YUZHU

4a ISS

02/16/2017

4b EXP

12/07/2022

9 CLASS

D

12 REST

NONE

4d NUMBER

3 DOB

DATE

NONE

15 SEX F 16 HGT 5'-06"
5 DD 02/20/2017 Rev 02/22/2016

Handwritten signature

110505597
00000001

www.massrmv.com

MA 02/22/2016

12/07/1989

CLASS -

D: Small vehicle less than
26,001 lbs, except school
bus.

ENDORSEMENTS -
NONE

RESTRICTIONS -
NONE



CHANGE OF ADDRESS. PRINT BELOW. PERMANENT INK.

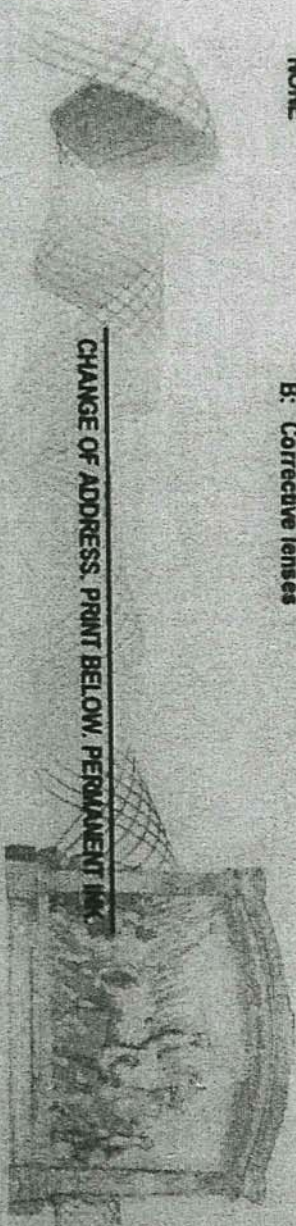
162145580
176050601

www.massrmv.com
MA 02/22/2016
06/19/1990
CLASS -
D: Small vehicle less than
26,001 lbs, except school
bus.

ENDORSEMENTS -
NONE

RESTRICTIONS -
B: Corrective lenses

CHANGE OF ADDRESS. PRINT BELOW. PERMANENT INK.



ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (the "Agreement") made this 24TH day of September, 2018 by and between Bombay Bistro, Inc., a Massachusetts Corporation duly registered and authorized to conduct business in the Commonwealth of Massachusetts, with a principal place of business located at 1353 Beacon Street, Brookline, Massachusetts (hereinafter referred to as "Seller") and J&Z Foods Corporation a Massachusetts Corporation duly registered and authorized to conduct business in the Commonwealth of Massachusetts with a principal place of business located at 460 Totten Pond Road, Suite 410, Waltham, Massachusetts and (hereinafter referred to as "Purchaser"). Seller and Purchaser are collectively referred to as "the Parties".

A. Sale.

The Purchaser agrees to purchase and the Seller agrees to sell to the Purchaser the assets of the Seller, free and clear of all encumbrances, used in connection with the Seller's restaurant located at 1353 Beacon Street, Brookline, Massachusetts (the "Premises"), the business (the "Business"), known as "Rani Indian Cuisine", consisting of the following:

A1. Included in Sale

Fixtures, furniture and equipment (per the Equipment List Attached hereto as Exhibit "A");

Goodwill;

Lease rights to the Premises;

All Contact Information associated with the Business and/or the Premises.

Excluded from the sale is the dishwasher which is leased from Cysco Systems. At Purchaser's request, Seller will assist the Purchaser in obtaining an assignment of the dishwasher equipment lease.

Hereinafter the above-referenced items are referred to as the "Purchased Assets".

A2. Excluded from Sale:

The dishwasher which is leased from Cysco Systems;

Any items described on Exhibit "A" that Purchaser elects to exclude by notice to the Seller not less than five (5) business days prior to Closing, provided that Seller is responsible to remove such items that Purchaser elects to exclude before the Closing;

Cash/Deposits in Bank;

Cash on Hand; and

Personal Property and Records of Samir Majmudar. The oil paintings in the Premises are the Personal Property of Samir Majmudar and are specifically excluded from the Sale.

At Closing, adjustment will be made for rent, lease security deposits (\$12,000.00) and utility deposits, if any.

secured by a first lien on the Purchased Assets and the Licenses and evidenced with a Security Agreement, in the form attached hereto as Exhibit "C" and UCC filing. Such Security Agreement shall be obtained and delivered to Parties at the time of Closing.

\$280,000.00 TOTAL

The Purchase Price shall be apportioned between goodwill and other assets as follows:



(i) Fixture, Furniture, and equipment	\$ 110,000.00
(ii) Good will	\$ 20,000.00
(iii) License	\$ 150,000.00

D. Deposits and Default.

All deposits made hereunder shall be held in escrow by Seller's attorney, Kenneth M. Goldstein, Esquire, as escrow agent subject to the terms of this Agreement and shall be duly accounted or at the time for performance of this Agreement. In the event of any disagreement between the Parties, the escrow agent shall retain all deposits made under this Agreement pending instructions mutually given by the Seller and the Purchaser or a court of competent jurisdiction. If the Purchaser shall fail to fulfill its agreements herein, except for the failure to closing due to Purchaser's failure to satisfy the Closing Requirements pursuant to Paragraph B or due to Purchaser's election pursuant to Paragraph E the deposit of twenty eight thousand dollars (\$28,000) made hereunder shall be retained by the Seller as liquidated damages and this shall be Seller's sole and exclusive remedy at both law and in equity ("Liquidated Damages"). The parties acknowledge that the Seller has no adequate remedy at law in the event of Purchaser's failure to fulfill its obligation hereunder because it is impossible to compute exactly the damages that would accrue to the Seller in such event. The parties have therefore taken these facts into account in setting the amount of the deposit and hereby agree that: (i) the Liquidated Damages is the best estimate of such damages which would accrue to Seller; (ii) the Liquidated Damages represents damages and not any penalty against Purchaser; and (iii) if Purchaser shall fail to fulfill Purchaser's obligations hereunder, the Liquidated Damages shall be retained by Seller as its full and liquidated damages in lieu of all other rights and remedies which Seller may have against Purchaser at law and in equity for such failure. Other than in the event of Seller's intentional default or refusal to proceed without due cause, if Seller fails to fulfill its requirements herein, all deposits made hereunder shall be returned by the Seller.

E. DUE DILIGENCE

The due diligence period shall start immediately upon execution and delivery hereof and terminate two (2) weeks thereafter (the "Due Diligence Period"). Purchaser shall, prior to the expiration of the Due Diligence Period, further review and approve the materials previously provides and any other information or documentation the Purchaser may acquire (the "Due Diligence Items"). If Purchaser, in its sole discretion, does not

 3 

(i) There are no actions or proceedings pending or, to Seller's knowledge, threatened, against Seller which could have a material adverse effect on Seller's ability to perform its obligations hereunder.

(ii) To Seller's knowledge, there are no actions, suits or proceedings pending or threatened with respect to the Business.

(iii) Seller is a Massachusetts Corporation duly formed and validly existing in good standing under the laws of the Commonwealth of Massachusetts.

(iv) Seller is a Massachusetts Corporation duly formed and validly existing in good standing under the laws of the Commonwealth of Massachusetts;

(v) Seller has the requisite power and authority to execute and deliver this Agreement and each of the Closing Documents to which such Seller is or will be a party and to consummate the transactions contemplated hereby and thereby;

(vi) Seller is the lawful owner of and has good and marketable title to its Assets, free and clear of all Liens, except those listed on Paragraph A2 and upon the Closing, Purchaser will be vested with good and marketable title to such Seller's Assets, free and clear of and all Liens, and free of any transferee and/or successor liabilities. No other Person, including without limitation any current or former spouse(s) or Affiliates of such Seller, owns or is a part owner of any other assets, trade secrets, contracts, leases, property or other rights that are material to the conduct of such Seller's Business and are not being transferred pursuant to this Agreement. No agreements exist to sell, assign, lease, or license, any of such Seller's Assets, except those listed on Paragraph A2;

(vii) Deleted;

(viii) Other than such Seller, no Person or Affiliate of the Sellers holds any License, relating to its Business or Franchise Rights. Such Seller shall use its commercially reasonable efforts to assist Purchaser in obtaining all Licenses necessary for the ownership and operation of its Assets and Business.

(ix) Deleted;

(x) The Seller maintains property, fire, casualty, workman's compensation, general liability insurance and other forms of insurance relating to its Assets and the operation of its Business against risks of the kind customarily insured against and in amounts customarily insured (and, where appropriate, in amounts not less than the replacement cost of its Assets) and the Seller will ensure such insurances will be valid through and until the Closing Date.

(xi) The Seller has not sold, assigned, transferred or otherwise disposed of, or modified, altered or replaced any of its Assets between the date of this Agreement and Date of Closing, except for Assets listed in Paragraph A2.


5
YF.

H. Liabilities.

- a. Purchaser agrees to indemnify and hold harmless Seller from any responsibility, obligation, liability or duty associated with the operation of the business subsequent to Closing, including without limitation the reasonable fees and disbursements of counsel related to or arising directly or indirectly out of any of the following:
- (i) any claims, liabilities and obligations arising out of the operation of the Business or the use of the Purchased Assets in the operation thereof, lease of the Business premises, or any business carried on by Purchaser after the Closing;
 - (ii) any violation after the Closing of any law, statute, governmental regulation or judicial or administrative tribunal order, judgment, writ, injunction, decree or similar command;
 - (iii) any actual or alleged liability for Taxes relating to any period after the Closing; and
 - (iv) any claim, liability or obligation to any employee of Purchaser in connection with his or her employment or termination of employment on or after the Closing by Purchaser.

- b. Seller agrees to indemnify and hold harmless Purchaser from any responsibility, obligation, liability or duty associated with the operation of the business that occurred prior to Closing, including without limitation the reasonable fees and disbursements of counsel related to or arising directly or indirectly out of any of the following:

- (i) any material inaccuracies in any representation made by Seller in this Agreement or any material failure or breach by Seller of any covenant, obligation or undertaking made by Seller in this Agreement;
- (ii) any claims, liabilities and obligations arising out of the operation of the Business or the use of the Purchased Assets in the operation thereof, lease of the Business premises, or any business carried on by Seller on or prior to the Closing, including, without limitation, the following:
- (iii) any violation on or prior to the Closing of any law, statute, governmental regulation or judicial or administrative tribunal order, judgment, writ, injunction, decree or similar command;
- (iv) any actual or alleged liability for Taxes relating to any period prior to the Closing; or
- (v) any claim, liability or obligation to any employee of Seller in connection with his or her employment or termination of employment on or prior to the Closing by Seller.

- c. The Parties will give each other prompt written notice of any claims setting forth in reasonable detail the nature and amount of such claim.

The provisions of this Paragraph shall survive the Closing.



7 YJ.

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by both of the Parties. No waiver of any on the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

L. Expenses.

The Parties agree that each of them shall bear their own costs and expenses in connection with the transaction contemplated hereby.

M. Further Assurances.

The Parties from time to time will execute and deliver such additional documents and instruments and take such additional actions as may be necessary to carry out the transactions contemplated by this Agreement.

N. Successors and Assigns; Assignment.

This Agreement will be binding on, and inure to the benefit of, the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

O. Survival.

All representations, warranties, covenants and agreements of the Parties contained in this Agreement, or in any instrument, certificate or opinion provided for in it.

P. Construction.

The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any party.

Q. Counterparts.

This Agreement and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed to be an original by the party executing such counterpart, but all of which shall be considered one and the same instrument.

R. No Implied Rights or Remedies.

Except as otherwise expressly provided herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person, firm or corporation, except Seller and Purchaser, any rights or remedies under or by reason of this Agreement.

S. Notices.

All notices, requests, demands and other communications required or permitted to be given or made under this Agreement will be in writing and will be delivered personally or will be sent (i) postage prepaid by United States certified mail, return receipt requested, (ii) by recognized private overnight courier services, or (iii) by facsimile transmission or


 9 48.

Exhibit A
Fixture, Furniture, Equipment List

Exhibit B
Promissory Note

Exhibit C Security Agreement

A handwritten signature and the initials "JH" are located in the bottom right corner of the page.

- 27 Reach-in Cooler in Cooking Line *2
- 28 Well Hot Food Table Pans *1
- 29 Refrigerated Sandwich Units *1
- 30 Hand Sink *1
- 31 Tandoor Ovens *2
- 32 Fryer Machine*1
- 33 10-top Stoves *1
- 34 Griddle Top Range *1
- 35 Flat Top Grill*1
- 36 Candy Stove *1
- 37 30-Gal Tilt Braising Pan*1
- 38 Scullery Two Bay Sink*1
- 39 Scullery Three Bay Sink*1
- 40 Miscellaneous Pots and Pans*20
- 41 Plates and Bowls*20
- 42 Floor Mops*1

Prepare station

- 43 Two-door Reach-in Cooler*1
- 44 Full Refrigerator *1
- 45 Small White Fridge*1
- 46 Meat Blender*1
- 47 Heavy-duty Blender*1
- 48 Taylor Food Scale*1
- 49 Hank Sink*1

Basement

- 50 10-foot Walk-in Cooler and fridge*1
- 51 Miscellaneous Dunnage Rack *7
- 52 Computer*1
- 53 Monitor System *1
- 54 File Draw*1
- 55 Shelves in Office *8
- 56 Glass *30
- 57 Ladder*1
- 58 Inventory bins *30
- 59 Take-out Packaging inventory

TERM PROMISSORY NOTE

\$80,000.00

Brookline, Massachusetts
, 201

FOR VALUE RECEIVED, J&Z Foods Corporation a Massachusetts Corporation with a principal place of business at ("Maker"), jointly and severally, promises to pay to the order of Bombay Bistro, Inc., a Massachusetts Corporation or its designated assignees ("Payee"), the principal sum of Eighty Thousand (\$80,000.00) Dollars, payable at the times hereinafter specified, *together with* (i) all accrued but unpaid interest thereon computed monthly until paid at the fixed rate of 8% *per annum*, and (ii) all unpaid expenses, fees and other advances connected herewith, from the date hereof on the unpaid principal balance from time to time outstanding and on all unpaid installments of interest, whether before or after the maturity of or default under this Note.

Principal and interest hereunder shall be repaid in 35 monthly installments of \$2,506.91 each, and a 36th and final installment in an amount equal to the then outstanding balance of principal, interest and fees due hereunder, such installments to be due on the day of each month commencing on , 2018, with the final payment due on , 2021.

All interest payable hereunder shall be computed on the basis of the actual number of days elapsed using a 360-day year. All sums payable hereunder are payable in lawful money of the United States of America and in immediately available funds at such place or places as Payee may designate in writing.

**IN NO EVENT SHALL THE REPAYMENT DATE FOR ALL PRINCIPAL,
INTEREST AND FEES DUE UNDER THIS NOTE BE LATER THAN , 2021.**

Maker may prepay this Note at any time, in whole or in part, without penalty or premium. All sums paid under this Note shall be applied first to any interest, fees, expenses and other charges then due and unpaid, in the inverse order of maturity, with the remaining balance, if any, to be applied to unpaid principal. Whenever a day on which payment of interest and/or principal required to be made hereunder falls on a Saturday, Sunday or public holiday, such payment shall be due on the next following normal business day, and where time is extended for the payment of principal by virtue of the due date thereof falling on a Saturday, Sunday or public holiday, such extended time shall be included in the computation of interest.

The occurrence of any one or more of the following events shall constitute an "Event of Default" under the provisions of this Note (collectively, the "Events of Default"):

1. failure of Maker to make any payment when due hereunder;
2. default in the performance of any other of the covenants, agreements or conditions contained in this Note (except as otherwise expressly provided for herein) in the Security Agreement executed by the parties this day or in any other agreement, instrument or other document between Maker and Payee, and the continuance of such default for 30 days after written notice thereof has been given to Maker by Payee;

Maker will pay all reasonable legal fees incurred by Payee in connection with or incidental to the successful enforcement of any of the obligations of Maker or rights of Payee under this Note.

Any provision hereof found to be illegal, invalid or unenforceable for any reason whatsoever shall not affect the validity, legality or enforceability of the remainder hereof.

This Note may be assigned by Payee at Payee's sole discretion, but the obligations hereunder may not be assigned by Maker without the prior written consent of Payee. The obligations hereunder shall be binding upon, and the rights hereunder shall inure to benefit of, Maker and Payee and their successors, heirs and permitted assigns. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws rules.

This Note is secured by a lien on Maker's assets pursuant the terms of that certain Security Agreement of even date herewith between Maker and Payee.

Maker hereby acknowledges and agrees that this Note may be assigned as collateral to secure obligations of Payee, or of any assignee of Payee, without any further consent from Maker.

Signatures appear on the following page

SECURITY AGREEMENT

SECURED PARTY: Bombay Bistro, Inc., a Massachusetts Corporation duly registered and authorized to conduct business in the Commonwealth of Massachusetts

DEBTOR: J&Z Foods Corporation a Massachusetts Corporation duly registered and authorized to conduct business in the Commonwealth of Massachusetts

INDEBTEDNESS: \$80,000.00 pursuant to a Promissory Note of even date wherein Debtor is Maker and Secured Party is Payee.

COLLATERAL: All the tangible personal property, including but not limited to fixtures, furnishings, equipment, inventory, located at 1353 Beacon Street, Brookline, Massachusetts (the "Location"). All licenses held by the Debtor for operation of a restaurant at the location, including, without limitation, the alcoholic beverage licenses. The leasehold interest in the Location.

1. Security Interest. FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, DEBTOR hereby grants to SECURED PARTY, a security interest in the COLLATERAL, to secure payment and performance by DEBTOR of all the obligations under INDEBTEDNESS and also to secure all obligations of the DEBTOR to the SECURED PARTY under this Security Agreement, (all of which obligations for which this Security Agreement is security being hereinafter referred to as the "OBLIGATIONS").

Incident thereto, the DEBTOR agrees with the SECURED PARTY as follows:

2. Warranties and Representations. DEBTOR warrants and represents that:

- (a) The DEBTOR is the lawful owner of COLLATERAL and has good right to pledge, sell, consign, assign, transfer, and create a security interest in the same.
- (b) Except as aforesaid, or as may hereafter be expressly allowed in writing, the COLLATERAL shall continue to be free from all pledges, liens, encumbrances and security interests or other claims in favor of others which are superior to this security interest, and the DEBTOR will warrant, and, at the SECURED PARTY'S request, defend the same from all claims and demands of all persons.

- (c) The COLLATERAL, other than inventory, will not be sold, assigned or otherwise disposed of by the DEBTOR without the consent of the SECURED PARTY, which consent shall be at SECURED PARTY'S reasonable discretion without unreasonable withholding or delay. In exercising reasonable discretion hereunder, SECURED PARTY will consent to any sale, assignment or other transfer of COLLATERAL provided that, upon completion of such sale, assignment or other transfer, the SECURED PARTY has been provided with reasonably equivalent substitute COLLATERAL. Such consent shall be in writing, unless any substantial portion of the collateral sold, assigned or otherwise disposed of is replaced by items of equal

- (ii) inability to pay debts when due, or
- (iii) an attachment or receivership of assets not dissolved within thirty (30) days, or
- (iv) the filing by DEBTOR or any guarantor of a petition under any chapter of the Federal Bankruptcy Code or the institution of any other proceeding under any law relating to bankruptcy, bankruptcy reorganization, insolvency or relief of debtors, or
- (v) the filing against DEBTOR or any guarantor of an involuntary petition under any chapter of the Federal Bankruptcy Code or the institution of any other proceeding under any law relating to bankruptcy, bankruptcy reorganization, insolvency or relief of debtors where such petition or proceeding is not dismissed within thirty (30) days from the date of which it is filed or instituted;

Then in each such event SECURED PARTY may declare DEBTOR in default and exercise the Rights on Default as hereinafter defined.

7. Rights of Default. In the event of a default under this Agreement, SECURED PARTY may:

- (a) by written notice to DEBTOR declare the obligations, or any of them, to be immediately due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by DEBTOR;
- (b) exercise the rights and remedies accorded a secured party by Code or by any document securing the OBLIGATIONS;
- (c) perform any warranty, covenant or agreement which the DEBTOR has failed to perform under this Agreement; and
- (d) take any other action which SECURED PARTY deems necessary or desirable to protect the COLLATERAL or the Security Interest.

No course of dealing or delay in accelerating the OBLIGATIONS or in taking or failing to take any other action with respect to any event of default shall affect SECURED PARTY'S right to take such action at a later time. No waiver as to any one default shall affect SECURED PARTY'S rights upon any other default.

SECURED PARTY may exercise any or all of its Rights on Default concurrently with or independently of and without regard to the provisions of any other document which secures an OBLIGATION.

Upon default, the SECURED PARTY shall have all rights and remedies granted to a secured party under the Uniform Commercial Code of the Commonwealth of Massachusetts. The requirements of the Code that the SECURED PARTY gives DEBTOR reasonable notice of any proposed sale or disposition of the COLLATERAL shall be met if such notice is given to DEBTOR at least fifteen (15) days before such sale or disposition.

Bank of AmericaPO BOX 25118
TALLAHASSEE, FL 32302-5118

CJ_15754_041316

J & Z FOODS CORPORATION
247 RIDGE LN APT 211
WALTHAM, MA 02457-4982Case Number 6350
Date
October 1, 2018
Customer service
800.432.1000
Account information
BankofAmerica.com

TO: J & Z FOODS CORPORATION

As requested the below information is verification regarding the status of your deposit account(s) with us:

Type of account	Account ending	Current balance	Average balance	Date opened
Checking	6350	\$168,963.87	N/A	7/3/18
Savings	5705	\$248,147.44	N/A	7/25/18

The average balance information for accounts, if available, is based on the previous three months. For time deposit accounts, such as CDs the average balance information is not available.

We're here to help

We appreciate the opportunity to serve your financial needs. If you have questions, please call us at 800.432.1000.

The information provided is strictly confidential and intended for use solely by the requesting party and in reliance on your statement of intended purpose or use. The information is furnished as a matter of courtesy without a duty to do so and without responsibility, liability or warranty, express or implied, on the part of Bank of America to you or any third party. Information is obtained from electronic data sources, which may not represent all information in Bank of America's possession. Information is not guaranteed to be accurate and may be a matter of opinion. We do not accept any responsibility for errors, omissions or alterations after delivery. The information is constantly changing and therefore subject to change without notice. Bank of America will not update this response unless another written inquiry is received. This information applies to the name of the subject of the inquiry as styled in your request and does not include any indirect or related accounts or obligations, unless expressly specified in our response. Bank of America encourages you to contact more than one credit reference prior to making any credit decision. If you received this response by fax, and you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error, and that any review, dissemination, distribution or copying of the information contained in this message is strictly prohibited. If you have received this communication in error, please notify us immediately and return the message to us by mail.

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LEASE

THIS INDENTURE ("Lease") made as of the 30th day of September, 2018 by and between Webster Trust with a mailing address of c/o Salter and Kahn, Inc., 359 Boylston Street, Boston, MA 02116 ("Landlord"), and J&Z Foods Corporation, a Massachusetts corporation with a principal office located at c/o Connie Dai, 460 Totten Pond Road, Suite 410, Waltham, MA 02451 ("Tenant").

WITNESSETH

1. Definitions. As used herein, the terms set forth in Schedule A to this Lease ("Schedule A"), incorporated herein by reference, shall have the meanings set forth therein, unless the context otherwise requires.

2. The Building and the Premises. The Landlord does hereby let to the Tenant and the Tenant does hereby hire from the Landlord the Premises, excepting and reserving to the Landlord, however, (a) the right to place in, over, upon or under the Premises, in such manner as to reduce to a minimum the interference with the Tenant's use of the Premises, utility lines, pipes and the like to serve other portions of the Building and to replace, maintain and repair such utility lines, pipes and the like in, over, upon and under the Premises as may have been installed therein, (b) all other necessary or customary easements, appurtenances and rights of access to and egress from such other Portions of the Building, and (c) all other rights reserved by the Landlord in the Lease or otherwise. In the event of any conflict between the terms and provisions of this Lease and the terms and provisions of Schedule A, the terms and provisions of the Lease shall govern.

3. Term. TO HAVE AND TO HOLD the Premises unto the Tenant during the Term set forth in Schedule A. In the event that Tenant should hold over after the expiration or sooner termination of the Term, the Tenant shall be a Tenant at sufferance subject to all of the terms and provisions of this Lease in effect immediately prior to such holdover, except that the Tenant shall pay on account of the Rental an amount equal to three (3) times the Net Minimum Rental provided in Schedule A.

4. Rental. YIELDING AND PAYING therefor, the Net Minimum Rental set forth in Schedule A, payable in advance on the first day of each month during the Term in equal monthly installments. A proportionate part of the Net Minimum Rental shall be paid for any period at the commencement of the Term, which shall be less than a full month. When the Rent Commencement Date is determined, upon the written request of either party, Landlord and Tenant shall enter into a supplement to this Lease, which shall specify the expiration date for the initial Term and the Rent Commencement Date, in the form of the Stipulation of Term of Lease attached hereto as Exhibit A.

The Tenant also agrees to pay, as Additional Rental, when due or payable, and except as otherwise expressly provided herein, all other obligations and liabilities which the Tenant assumes and agrees to pay by express assumption or agreement elsewhere in this Lease, together with every fine, penalty, interest and cost which may be added thereto or become due or be imposed by the operation of law for the non-payment or late payment thereof, and, in the event of any failure on the part of the Tenant so to pay or discharge any of the same, the

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Landlord shall have all rights and remedies as in the case of non-payment of the Net Minimum Rental. The Tenant also agrees to pay to the Landlord, on demand, as Additional Rental, interest at the Lease Interest Rate on all overdue installments of the Net Minimum Rental and Additional Rental from the respective due dates thereof until payment thereof in full.

In the event that the aggregate of all payments (whether denominated as Net Minimum Rental, Additional Rental or otherwise), including any rent or other consideration paid to Tenant, directly or indirectly, by any subtenant or any other entity or person related to or affiliated with, subtenant, or any other amount received by Tenant or any entity or person related to, or affiliated with, Tenant (including, but not limited to, any subsidiary or sister corporation) from or in connection with, any subletting (including, but not limited to, sums paid for the sale or rental, or consideration received on account of any contribution of personal property, fixtures, improvements, furniture, equipment, or sums paid in connection with the supply of electricity or HVAC) received by or paid to discharge an obligation of the Tenant hereunder as a result of any assignment, subletting or permission to use or occupy the Premises described in Section 11(e), whether or not the Landlord shall have consented thereto (it being agreed by the Tenant that nothing herein contained shall in any way affect the covenant herein elsewhere contained prohibiting an assignment hereof or the underletting to, or use, occupation or improvement by, others of the Premises or any part thereof without the Landlord's prior consent), shall exceed the aggregate of the Net Minimum Rental, Additional Rental and other payments herein payable by or on behalf of the Tenant, then, and in such event, The Tenant agrees to pay forthwith, as Additional Rental, the full amount of such excess. The Net Minimum Rental and all items of Additional Rental shall be paid to the Landlord at the Landlord's address set forth in Schedule A, except that the Landlord may by notice to the Tenant designate another address for the purposes of this sentence.

Landlord shall have the option, exercisable by written notice, to require Tenant to pay all amounts payable hereunder, whether denominated as Net Minimum Rental, Additional Rental or otherwise, by ACH direct deposit in accordance with instructions to be provided with said notice and generally accepted bank practices.

5. Net Lease: Non-terminability. (a) This Lease is a net-net lease, and the Net Minimum Rental, Additional Rental and all other sums payable hereunder to or on behalf of the Landlord shall be paid without notice or demand, and without setoff, counterclaim, defense, abatement, suspension, deferment, reduction or deduction, except as expressly provided herein.

(b) This Lease shall not terminate, nor shall the Tenant have any right to terminate this Lease, nor shall the obligations and liabilities of the Tenant set forth herein be otherwise affected, except as expressly provided herein.

(c) The Tenant waives all rights (i) to any abatement, suspension, deferment, reduction or deduction of or from the Net Minimum Rental or Additional Rental or (ii) to quit, terminate or surrender this Lease or the Premises or any part thereof, except as expressly provided herein.

(d) It is the intention of the parties hereto that the obligations of the Tenant hereunder be

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separate and independent covenants and agreements, that the Net Minimum Rental, the Additional Rental and all other sums payable by the Tenant to or on behalf of the Landlord shall continue to be payable in all events and that the obligations of the Tenant hereunder shall continue unaffected, unless the requirements to pay or perform the same shall have been terminated pursuant to an express provision of this Lease.

(c) The Tenant agrees that it will remain obligated under this Lease in accordance with all of its terms and provisions and that it will not take any action to terminate, rescind or avoid this Lease or any portion thereof, notwithstanding (i) the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting the Landlord or any assignee of the Landlord in any such proceeding and (ii) any action with respect to this Lease which may be taken by any trustee or receiver of the Landlord or of any assignee of the Landlord in any such proceeding or by any court in any such proceeding.

6. Use of the Premises. The Premises may be used for the Permitted Use described in Schedule A, and for no other purpose whatsoever. The Tenant hereby acknowledges that its agreement set forth in the immediately preceding sentence is a major inducement to the Landlord to enter into this Lease.

7. INTENTIONALLY DELETED

8. Taxes and Insurance. Further, the Tenant agrees to pay, as Additional Rental, within fifteen (15) days after demand, the Tenant's Fraction of all real estate taxes, personal property taxes, business and occupation taxes, occupational license taxes, assessments, and all other similar governmental taxes, impositions and charges which shall be levied, assessed or imposed:

(a) upon or with respect to, the Building and the land under the Building as shall be or become liens upon, the Building or any portion thereof; or

(b) upon or with respect to the operation, maintenance, alteration, repair, rebuilding, use, occupancy or enjoyment of the Building or any portion thereof;

Under or by virtue of any present or future law, statute, charter, ordinance, regulation or other requirement of any public authority, whether federal, state, county, city, municipal or otherwise, all whether general, special, ordinary, extraordinary, foreseen or unforeseen. Such taxes, charges, assessments and impositions shall include any costs and expenses incurred, in accordance with the 3rd paragraph from the end of this Section 8, in contesting the amount and validity thereof.

The Tenant agrees, except as aforesaid and except as hereinafter provided, to pay as aforesaid all gross receipts, gross income or similar taxes imposed or levied upon, assessed against or measured by the Net Minimum Rental, Additional Rental or any sums payable or dischargeable by the Tenant to or on behalf of the Landlord hereunder, or any sales or use taxes which may be levied or assessed against or payable by the Landlord or the Tenant on account of the acquisition, leasing, use or occupancy of the Premises or any portion thereof.

Notwithstanding anything contained in this Lease to the contrary, the Tenant will pay to

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the Landlord monthly, together with the Net Minimum Rental, one twelfth (1/12) of the amount estimated from time to time by the Landlord to reflect the Tenant's Fraction of all such taxes, charges, assessments and impositions described in this Section 8 which are so levied, assessed or imposed, or billed to the Landlord by the appropriate governmental authority or authorities, if any. Promptly after the exact amount of the Tenant's Fraction of all such taxes, charges, assessments and impositions are determined for each tax year, the Landlord will advise the Tenant in writing of the amount thereof for such year and the Landlord and the Tenant will account to each other so that the Tenant shall have paid to the Landlord prior to the expiration of fifteen (15) days after the Landlord has so advised the Tenant of such amount, the full amount of the Tenant's Fraction of all such taxes, charges, assessments and impositions for such tax year or portion thereof; any excess paid by the Tenant shall be credited against future payments required by this Section 8, except that upon expiration of the Term any such excess shall be promptly refunded by the Landlord to the Tenant, and any deficiency shall be promptly paid by the Tenant to the Landlord.

Notwithstanding anything in this Lease to the contrary contained, the Tenant shall not be required to pay or otherwise be responsible for (i) any local, state or federal capital levy or franchise tax, revenue tax, income tax or profits tax of the Landlord, or (ii) any estate, inheritance, devolution, succession or transfer tax, which may be imposed upon or with respect to any transfer of the Landlord's interest in the Building; provided, however, that, if at any time hereafter the methods of taxation prevailing at the date hereof shall be altered so as to cause the whole or any part of the taxes, charges, assessments or impositions now or thereafter levied, assessed or imposed on real estate and the buildings, structures and other improvements thereon to be levied, assessed and imposed, wholly or partially as a gross receipt, gross income, capital levy or other tax, on the rentals received therefrom, or if any tax, corporation franchise tax, assessment, levy (including but not limited to any municipal, state or federal levy), imposition or charge, or any part thereof, shall be measured by or based in whole or in part, upon the Building and shall be imposed upon the Landlord, then all such taxes, assessments, levies, impositions or charges, or the part thereof so measured or based, shall be deemed to be an imposition levied, assessed or imposed upon or with respect to the Building, to the extent that the same would be payable if the Building were the only property of the Landlord subject thereto, then, in that event, the Tenant shall pay to the Landlord the Tenant's Fraction of the same as and in the manner provided herein. If there are any taxes levied or assessed at any time on any item of rental payable hereunder, the Tenant further agrees to pay to the Landlord, as Additional Rental, the amount thereof.

If the Tenant shall not be then in default in the performance, fulfillment or observance of its obligations and liabilities set forth in this Lease at the expiration of the Term, all payments for which the Tenant is responsible as provided in this section 8, shall be prorated to the date of such expiration. The amount of any such payments which become due and payable after the expiration or sooner termination of the Term shall, on or prior to the date of such expiration or sooner termination, be deposited with the Landlord. If the Tenant shall not be then so in default, the amount of any net refund, abatement, deduction, reduction or credit received by the Landlord attributable to any such payment earlier made by the Tenant shall be credited against future payments required by this Section 8, except that upon expiration of the Term any such excess shall be promptly refunded by the Landlord to the Tenant.

In the event that the Landlord or any party authorized by the Landlord shall contest, by



appropriate proceedings, the amount or validity of any such tax, assessment, imposition or charge, the Tenant shall cooperate with the Landlord in the course thereof and shall execute any applications, appeals and other documents which may be required to enable the Landlord to maintain such proceedings, and there shall be appropriate adjustments by credits against future payments required by this Section 8, of all such taxes, assessments, impositions and charges to reflect any abatements, credits and refunds which may be received by the Landlord and to reflect the reasonable costs and expenses (including without limitation attorneys' and appraisal fees and expenses) of contesting the amount or validity of any such tax, assessment, imposition or charge.

The Tenant agrees to pay, on or before the respective due dates, all such taxes, charges, assessments or impositions levied, assessed or imposed at any time on the Tenant's fixtures, equipment, supplies, merchandise or other property in, on or about the Premises or Building.

The Tenant further agrees to pay, from time to time, within fifteen (15) days after demand, the Tenant's Fraction of the cost of all liability, property and other insurance placed by the Landlord with respect to the Building, (including but not limited to the insurance provided for in Section 17 of this Lease), except that Tenant agrees to pay 100% of that portion of such premiums caused by the change in use of the Premises as the result of Tenant's occupancy, and not to place or maintain any insurance or any interest of the Tenant in said Premises as real estate without notice thereof to the Landlord, nor any such as will or may impair or affect the right of the Landlord to recover full insurance on the interest of the Landlord therefor.

9. INTENTIONALLY OMITTED

10. Acceptance of the Premises, "As-Is". The Tenant hereby acknowledges that it accepts the Premises "as-is" and that Tenant has had an opportunity to conduct all due inspections thereof, and that Landlord makes no representation or warranty as to the permissible uses or condition thereof.

11. The Tenant's Covenants. The Tenant hereby covenants with the Landlord that the Tenant until the expiration of the Term and such further time as the Tenant, or any other person or persons claiming through or under the Tenant that shall hold the Premises or any part thereof:

(a) will pay to the Landlord all Net Minimum Rental and Additional Rental at the times and in the manner herein set forth;

(b) will at all times maintain the Premises, including without limitation the demising walls, the glass and store front (including interior and exterior trim, sills and so called "exterior sign band") the floors and sub-floor therein, the heating, ventilating, air conditioning, plumbing, sanitary sewage, electric, sprinkler and lighting, systems and equipment therein and all floor covering, doors, door frames and door openers in as good, clean and safe repair, order and condition as same were at the Rent Commencement Date or may be put in thereafter, reasonable wear and tear excepted, and will make all alterations improvements, restorations, repairs, replacements or renovations to the Premises required by any and all laws, rules, regulations or requirements of all public authorities or the fire insurance rating association having jurisdiction, all whether direct, indirect, consequential, interior, exterior, structural, non-structural, ordinary or extraordinary, all replacements to be of the same kind and quality as those which are



replaced; provided, however, that the Tenant shall not be responsible for repairs made necessary by accidental fire or other insured unavoidable casualty or taking;

(c) will make all repairs (whether interior, exterior, structural, non-structural, ordinary or extraordinary) made necessary by the negligence or misuse of the Premises, the Common Areas or the fixtures therein or appurtenances thereto by the Tenant, its agents, employees, customers or invitees, or by any forcible entry, vandalism or malicious mischief not reimbursable by the Landlord's insurance;

(d) will, as of the Possession Date, pay all charges for light, heat, water, gas, electric current, trash removal and any other services or utilities provided to the Premises unless otherwise expressly agreed in writing by Landlord;

(e) will not assign this Lease or sublet to any person, firm or corporation the whole or any part of the Premises, or permit any person, firm or corporation other than the Tenant to use or occupy the whole or any part thereof without obtaining on each occasion the prior written consent of the Landlord, not to be unreasonably withheld, conditioned, delayed or denied, but no such consent by the Landlord (i) shall be deemed to be a waiver or release of any of the provisions of this Section 11(e) or a consent or agreement to consent to any such assignment, subletting, or permission to use or occupy the Premises thereafter, (ii) shall relate to any other term or provision of this Lease, including, without limitation, the provisions of Section 6, or (iii) shall be deemed to permit any subdivision of the Premises or any use or occupancy of the Premises by more than one entity at any time; none of the foregoing shall release or discharge the Tenant from any obligations or liabilities set forth in this Lease, which obligations and liabilities shall continue to be direct and primary in any event; and any one or more sales, pledges or other transfers hereafter of an aggregate of fifty (50) percent or more of the capital stock of any class of the Tenant or of any parent or any affiliate of the Tenant or any guarantor of any obligations or liabilities of the Tenant hereunder, or of the capital or income interest in the Tenant or any such guarantor shall, for all purposes, be deemed to be an assignment by the Tenant; (The joint and several liability of the Tenant and any immediate and remote successor in interest of Tenant, by assignment or otherwise, and the due performance of the obligations of this Lease on Tenant's part to be performed or observed, shall not in any way be discharged, released or impaired by any (a) any agreement which modifies any of the rights or obligations of the parties under this Lease, (b) stipulation which extends the time within which an obligation under this Lease is to be performed, (c) waiver of the performance of an obligation required under this Lease, (d) failure to enforce any of the obligations set forth in this Lease). It is understood that, although Landlord has complete discretion as to whether or not to consent to an assignment, subletting or permission by Tenant, no such consent will be considered if a replacement Tenant's use conflicts with an existing tenant or whose financials are not at least equal to those of Tenant at the time of execution. Tenant shall pay to Landlord a consideration fee, to be determined by Landlord, to cover Landlord's reasonable expense and time in researching and administering such request under this section. The consideration fee shall be due and payable upon receiving Landlord's written request of such fee by Tenant. .

(f) will not overload, injure or deface the Premises or the Building or permit any use of the Premises which shall increase any insurance rate or create a fire hazard or be unlawful, improper, noisy or offensive or which constitutes a nuisance or which is contrary to any law, rule, regulation or requirement of any public authority, or the fire insurance rating

YJ.



association having jurisdiction, or which is injurious to any person or property, or commit waste whether voluntary or involuntary, or carry on any trade or occupation or operate any instrument or equipment which emits an offensive odor or causes an offensive noise and will not install any equipment or machinery in excess of the designed load-carrying capacity or park trucks or delivery vehicles so as to obstruct the use of any driveways, walks or parking areas not intended for such parking;

(g) will keep the Premises open for business as a single, unsubdivided operation at least six (6) days a week, renovations and repairs and during all such times as are customary for businesses of the type permitted to be conducted by the Tenant hereunder in the area in which the Building is located and/or shall be utilized by a majority of the other commercial occupants of the Building, and at all such times fully manned and in full operation, in good faith, as a high-grade operation; and if the Tenant shall request the Landlord's consent to the opening of the Premises for business at any other times, and if the Landlord shall so consent, the Tenant shall pay any additional costs incurred in connection with the Tenant's conduct of the Premises for business during such additional hours;

(h) will not use any advertising media that might be objectionable to the Landlord or other occupants of the Building such as loud speakers, phonographs, flashing lights or other devices that might be heard or seen outside the Premises;

(i) will forthwith obtain and deliver to the Landlord and at all times thereafter maintain in full force and effect, (a) fire and lightning, extended coverage, special extended coverage, vandalism and malicious mischief and sprinkler leakage insurance on all of the leasehold improvements, fixtures, equipment, supplies and other property of the Tenant, and such portions of the Premises as are constructed by the Tenant, for not less than the full cost of repairing, replacing or rebuilding same without deduction or adjustment for depreciation, plate glass insurance covering loss or damage to all plate glass in the Premises, and; (b) commercial general liability insurance (with completed operations and contractual liability endorsements), with limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate, plus "umbrella" insurance with limits of \$3,000,000, plus an additional \$2,000,000 of liquor liability insurance, naming the Landlord as an additional insured, and insuring against all claims, suits, obligations, liabilities and damages, including attorneys' fees, based upon or arising out of actual or alleged personal injuries or property damage resulting from or occurring in the course of, or on or about, or otherwise relating to the use or condition of, the Premises and the sidewalks, if any, in front of the Premises. All such insurance to be for the protection and benefit of, and adjustable with, the Landlord, the Landlord's mortgagees and the Tenant, as their interests may appear, and shall be in form and substance, and with limits, amounts and coverage, and such endorsements, in addition to those specified herein, as shall be satisfactory to the Landlord from time to time, and with insurers, licensed in Massachusetts having current Alfred M. Best Company, Inc. ratings of A or better and financial size ratings of class IX or higher and satisfactory to the Landlord from time to time. The Tenant will on demand, as often as requested by the Landlord, and in any event at least thirty (30) days prior to the expiration of any such insurance, furnish to the Landlord a complete list, statement and description of all such insurance, together with certificates from each insurance company issuing any thereof that same is in full force and effect, all premiums have been paid, and same will not be canceled except upon ten (10) days prior notice to the Landlord by certified mail, return receipt requested. Such liability insurance to be so obtained and delivered prior to the Possession Date;



(j) Will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will contravene Landlord's insurance policies or which will prevent such policies from being procured with companies reasonably acceptable to Landlord, or which will cause an increase in the insurance rates upon the Premises or any other portion of the Project. If Tenant violates any prohibition provided for in this Section, Landlord may, following prior notice to Tenant and no less than thirty (30) days to cure, correct the same at Tenant's expense. Tenant agrees to pay to Landlord as Additional Rent on demand the amount of any increase in premiums for insurance resulting from any violation of this Section. The provisions of this Section 11(j) shall neither preclude Tenant from activities or uses that fall within the Permitted Use, nor require Tenant to pay any additional sum of money by reason of same;

(k) will maintain and keep all windows, window frames and plate glass in the Premises at all times in good repair, order and condition

(l) will always conduct its operations in the Premises under the Tenant's trade name set forth in Schedule A unless the Landlord shall otherwise consent;

(m) will not conduct any auction, fire, bankruptcy, going out of business or lost our lease sales in the Premises or any other sales in the Premises indicating "distress" unless the Landlord shall otherwise consent;

(n) will not use any sidewalks adjacent to the Premises for business purposes unless Landlord shall otherwise consent;

(o) will keep the display windows in the Premises electrically lighted during such periods as windows throughout a major portion of the Building are kept lighted, or as the Landlord may reasonably require from time to time;

(p) will cause all freight to be delivered and/or removed and all refuse to be removed only in the manner, at such times and through such entrances and exits as shall be designated by the Landlord from time to time, and never store or maintain any such freight or refuse outside of the Premises or in any container not approved by the Landlord;

(q) will use such pest extermination contractor as the Landlord may from time to time designate;

(r) will not burn any trash, garbage or refuse of any kind on the Premises or store or dispose of any of same in any manner other than as expressly directed by the Landlord from

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time to time;

(s) if Tenant is in default it will, within ninety (90) days after the end of the Tenant's fiscal year for accounting purposes, deliver to the Landlord a Balance Sheet and Statement of Profit and Loss covering the Tenant for such fiscal year certified by an independent certified public accountant;

(t) will maintain or cause to be maintained the sidewalks in front of and behind the Premises in good condition and repair; safe, clean and free of refuse, obstructions, ice and snow;

(u) will operate the ventilating, heating and air conditioning systems in the Premises to heat or cool the Premises, as the case may be, in a manner which, in the Landlord's judgment is comfortable for the invitees of the Building;

(v) will at all times maintain a service and maintenance contract on the heating, ventilating and air conditioning systems (HVAC) exclusively serving the Premises with a contractor, and in form and substance reasonably satisfactory to the Landlord from time to time;

(w) will not solicit business or distribute handbills or other advertising media in the Common Areas;

(x) will pay, as Additional Rental, any trash charge from time to time reasonably determined by the Landlord as shall be appropriate to help defray the cost of any central station trash compactor and/or trash removal service in the Building provided by the Landlord;

(y) will pay, as Additional Rental, with respect to any burglar, fire or smoke detector alarm systems from time to time provided by the Landlord, any charge therefor as shall be reasonably determined by the Landlord from time to time to be appropriate to help defray the cost of such systems;

(z) will not make any penetrations through the roof of the Premises without the prior consent of the Landlord; that such penetrations shall be made in such manner so as to comply with all requirements necessary to allow the Landlord to keep any roof guarantee in full force and effect; and will repair all damage to the roof caused by such penetration;

(aa) will at the expiration or sooner termination of the Term, leave the Premises, including, without limitation, all walls of the Premises, the ceiling of the Premises, the floor and sub-floor therein, and the interior of the Premises, including without limitation, the heating, ventilating, air conditioning, plumbing, sanitary sewage, electric, sprinkler and lighting systems and equipment therein, and all doors, door frames, door openers, windows, window frames and plate glass, in as good, clean and safe repair, order and condition as the same were on the Rent Commencement Date or may be put in thereafter, all replacements to be of the same kind and quality as what is replaced, subject to the proviso in clause (b) above, and provided that the Tenant shall not be responsible for repairs made necessary by reasonable wear and tear, but the Premises shall be left clean and tenantable, orderly and free of occupants, in any event;

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(bb) will obey and comply with all rules and regulations governing the use of the Building from time to time established by the Landlord;

(cc) will deliver to the Landlord copies of all applications for permits, licenses and the like in any way relating to the Premises, the Building or this Lease as soon as the same are prepared and in any event prior to filing the same with any governmental authority;

(dd) will not transport, use, handle, store or dispose of any oil (food oil excepted provided that all environmental rules and regulations are complied with), hazardous or toxic materials or hazardous or toxic wastes in or about the Building. If the transportation, storage, use or disposal thereof anywhere in or about the Building by Tenant or anyone claiming under Tenant results in (1) contamination of the soil, surface, improvements and/or ground water or (2) loss or damage to person(s) or property, then Tenant agrees (i) to notify Landlord immediately of any contamination, claim of contamination, loss or damage, (ii) after consultation and approval by Landlord, to contain and clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including attorneys' fees, arising from, or connected with any such contamination, claim of contamination, loss or damage, including without limitation the cost of testing in order to confirm the presence, containment and/or removal of such oil, materials or waste. This provision shall survive the termination of this Lease. No consent or approval of Landlord shall in any way be construed as imposing on Landlord any liability for the means, methods or manner of removal, containment or other compliance with applicable law for and with respect to the foregoing; and

(ee) will remove from the Premises at or prior to the expiration or sooner termination of this Lease all trade fixtures, equipment, signs, merchandise, supplies and other property of the Tenant, and shall, at its sole cost and expense, repair any damage caused by such removal. Upon such expiration or termination, the Landlord may, in addition to all other rights and remedies, without being guilty of any trespass, tort or breach of contract, remove from the Premises any and all trade fixtures, equipment, signs, merchandise, supplies and other property of the Tenant not removed by the Tenant as provided in the immediately preceding sentence, and either store same for the account of the Tenant at its expense, without obligation or liability on account of any theft, loss, damage or monetary shortage, or deem same to be abandoned and subject to use, sale or other disposition without obligation or liability to account to the Tenant for the proceeds thereof. Notwithstanding the expiration or sooner termination of the Term, the Tenant shall continue to be responsible for, and shall pay to the Landlord all costs incurred by the Landlord in connection with any such removal, storage, sale or other disposition.

12. The Tenant's Construction. Promptly after the Possession Date, Tenant shall submit, for Landlord's approval (such approval shall not be unreasonably withheld or delayed provided that Construction plan complies all requirements in this section), plans and specifications for any improvements, alterations and equipment, desired to be done by Tenant. Immediately upon receipt of Landlord's approval, the Tenant shall obtain a bid or bids for the alterations and improvements, and contract to do all of the Tenant's required work, and equip the Premises with all equipment, fixtures and supplies necessary for the operation of Tenant's

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business in the Premises and shall open for business as soon thereafter as reasonably possible. The Tenant agrees that all plans and specifications for all such work, equipment and preparation and all alterations, improvements, restorations, repairs and renovations which the Tenant may make pursuant to any term or provision of this Lease will be done by the Tenant or its agents, contractors or employees in a good and workmanlike manner, free from defects in design, construction, workmanship or materials in accordance with all laws, rules, regulations and requirements of governmental authorities and the fire insurance rating association having jurisdiction. Prior to commencing the construction of Tenant's work, Tenant shall furnish, or cause to be furnished to Landlord a certificate of insurance, in amounts and kind as reasonably required by Landlord, of the Tenant's general contractor, naming the Landlord as an additional insured. All such alterations and additions which are attached to the Premises, shall become the property of the Landlord upon being made and shall not be removed upon termination of this Lease unless required or permitted elsewhere in this Lease.

13. No Alterations or Improvements. The Tenant will make no alterations, additions or improvements to the Premises without, on each occasion first obtaining the prior written consent of the Landlord, which shall not be unreasonably withheld or delayed. Notwithstanding any such consent by the Landlord, the Tenant will restore the Premises to their former condition following any such alterations, improvements or additions at the expiration or sooner termination of the Term unless the Landlord by written notice to the Tenant at the time of such consent or at any time prior to such expiration or termination shall waive its rights to such restoration, in which event the Tenant shall have no right so to restore the Premises.

14. The Tenant's Signs. The Tenant will not, without the Landlord's prior consent, not to be unreasonably withheld, conditioned, delayed or denied, and conforming to applicable governmental rules and regulations, maintain or permit anyone else to maintain, any interior or exterior sign, placard, lettering, advertising media, shade, awning or other projection from the Premises, any aerial, antenna, flagpole, signpost, equipment, fixture or the like anywhere in or on the Building, decorations or painting or any fences outside of the Premises.

15. Sole Risk and Hazard. All fixtures, equipment, signs, merchandise, supplies and other property on or about the Premises shall be at the Tenant's sole risk and hazard, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by use or abuse of water, or by leaking or bursting of water pipes, or in any way or manner, including, without limitation the acts or omissions of any other occupant of any portion of the Building, no part of said loss or damage is to be charged to or borne by the Landlord in any case whatsoever, except only to the extent caused by the Landlord's negligence or willful default and except to the extent that the same are covered by applicable insurance otherwise in effect with respect to the Landlord's interest in the Premises and, except to such extent, the Tenant agrees to exonerate and indemnify the Landlord from and against any and all claims, suits, obligations, liabilities and damages, including attorney's fees, based upon or arising out of any of the foregoing. In no event shall the Landlord be responsible for any indirect or consequential damages arising out of any such destruction or damage including, without limitation, any such indirect or consequential damages due to the Tenant's inability to remain open for business in the Premises.

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16. Fire, Casualty, Taking. PROVIDED, ALWAYS that in case, after the execution hereof and before the expiration of the Term, the Premises or any part thereof, or more than twenty-five (25) percent of the Building, shall be taken by any exercise of the right of eminent domain or by any action of any public or other authority, or in case, after the execution hereof and before the expiration of the Term, the Premises or any part thereof or more than fifteen (15) percent of the Building shall be destroyed or damaged by fire or casualty, then this Lease and the Term shall terminate at the election of the Landlord or the Tenant, which election must be exercised by notice to each Party within sixty (60) days after such damage, destruction, taking or action and such election may be made in case of any such taking notwithstanding the entire interest of the Landlord may have been divested by such taking. If neither Landlord nor Tenant elects to terminate this Lease, the Landlord shall with reasonable promptness restore the Premises all only to the extent of the Landlord's insurance proceeds or damages or awards resulting from such taking, deducting the Landlord's costs and expenses of collecting same. The Landlord will give the Tenant notice as to when the Premises are ready for occupancy, and upon such notice the Tenant will comply with all of the pertinent provisions of the Lease. If the Premises or the Building or any part thereof shall be taken by eminent domain, all damages from such taking other than those which relate solely to the Tenant's trade fixtures and equipment, shall vest in the Landlord, the Tenant having no right to damages for loss of its leasehold interest in any event, and the Tenant covenants and agrees to execute such assignments or other documents and to take any steps which may be necessary to vest such damages in the Landlord, the Tenant hereby irrevocably appointing the Landlord as its agent and attorney-in-fact to execute and deliver any such assignments and documents which the Landlord deems necessary or appropriate to carry out the intent and purposes of this sentence, such appointment being a power coupled with an interest. Should the Tenant be deprived of the use of the Premises due to said fire, casualty or taking, then the rental payable hereunder shall be decreased in proportion to the square footage for the period of time such use is lost.

17. The Landlord's Insurance. The Landlord will, upon the commencement of the Term obtain and thereafter maintain in full force and effect (or cause to be so obtained and maintained), (a) fire and lightning and extended coverage insurance with special extended coverage endorsements on such portions of the Building as the Tenant is not required to insure pursuant to Section 11(i) for not less than the replacement value of such portions without deduction or adjustment for depreciation, except that an 80% or 90% co-insurance clause and an appropriate deductible clause shall be permitted, and (b) such other insurance on the Premises and the Building, against such insurable hazards, and such additional limits and amounts on all such insurance as are from time to time commonly obtained by owners of property similar to the Building or are required by the holder of any mortgage on any portion of the Building, or the Landlord shall otherwise deem appropriate, including without limitation rent insurance and war risk insurance. Such insurance shall be with insurance companies qualified to do business in the Commonwealth of Massachusetts; it being understood, however, that any such insurance may be blanket with other insurance maintained by the Landlord or the Landlord's affiliates. In lieu thereof, however, the Landlord may elect to self-insure (or permit others to self-insure all or any portions of the risk covered by such insurance).

18. Default by the Tenant. In the event of or that (a) any failure by the Tenant to pay any item of rental (whether the Net Minimum Rental or any item of Additional Rental) continuing for

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seven (7) days after notice sent by certified mail, return receipt requested, from the Landlord specifying such failure, or (b) any failure by the Tenant to perform, fulfill or observe any other representation, warranty or agreement by the Tenant set forth herein, continuing for thirty (30) days after notice from the Landlord specifying such failure, without its being waived or its effect cured, or the cure thereof commenced and diligently prosecuted at all times thereafter, or (c) the leasehold estate created hereby shall be taken on execution, or by other process of law, or (d) the Tenant shall commit any act which shall permit the entry of an order for relief under the Bankruptcy Reform Act of 1978, as amended (or any successor thereto) or be declared bankrupt or insolvent according to law, and the same is not dismissed within thirty (30) days, or (e) any petition under federal or state law pertaining to bankruptcy or insolvency or for a reorganization or other relief shall be filed by or against the Tenant, or (f) any assignment, trust, mortgage or other transfer in trust or otherwise shall be made for the benefit of Tenant's creditors, or (g) any sale, lease or other transfer shall be made of all or a substantial part of the property of the Tenant, or (h) the Tenant shall make or offer a composition of the Tenant's debts, as the case may be, with its creditors, or (i) a receiver, trustee or similar officer or creditor's committee shall be appointed to take charge of any property of or to operate or wind up the affairs of the Tenant and such appointment is not revoked within thirty (30) days, then, in any of said cases (notwithstanding any license of any former breach of covenant or condition or waiver of the benefit hereto, or consent in a former instance) the Landlord or the Landlord's agents may lawfully immediately, or at any time thereafter, following delivery of written notice to Tenant to quit possession and occupancy of the Premises, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of the Landlord's former estate and expel the Tenant and those claiming by, through or under the Tenant and remove the Tenant's or their effects (in any of said cases forcibly, if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rental or preceding breach of covenant or condition, and upon entry as aforesaid this Lease shall terminate, or the Landlord may terminate this Lease by written notice to the Tenant, the Tenant in any event waiving all statutory rights of redemption, and the Tenant covenants with the Landlord that in case of such termination, or in case of termination under statute for default of the Tenant, the Tenant will at the election of the Landlord (which election may be made or changed at any time or from time to time before the settlement) either, (a) pay, as liquidated damages for so much of the unexpired Term as is covered thereby, and at the same times and in the same installments as are specified in this Lease, sums equal to the rental and other payments herein named or, if the Premises shall have been relet, sums equal to the excess of the rental and other payments last mentioned over the net sums actually received by the Landlord for the period to which the rental and other payments last mentioned relate; or (b) pay, as liquidated damages for the then unexpired Term, a sum which at the time of such termination or at the time to which installments of liquidated damages shall have been paid represents the excess of the rental and other payments herein named over the then rental value of the Premises for the residue of the Term; or (c) and because the payment of rental in monthly installments is for the sole benefit and convenience of the Tenant, the net present value of the entire balance of remaining Net Minimum Rental and Additional Rental (assuming that the amount of such Additional Rental would be payable for the remainder of the Term hereof at the next most recently calculated rate) to be paid over the then remainder of the Term hereof (net present value to be calculated using the prevailing published prime rate of interest then in effect) shall immediately become due and payable as liquidated damages, the parties agreeing that such amount is a reasonable estimate of the actual damages

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likely to result from such breach; each of the foregoing three (3) alternatives being separable. The rental and other payments named herein shall be deemed to be the Net Minimum Rental plus all items of Additional Rental herein named.

In addition to the foregoing, the Tenant agrees to pay to the Landlord on demand all reasonable expenses incurred by the Landlord in order to (a) obtain possession of the Premises, (b) make such alterations, improvements, repairs, replacements, renovation and restoration as the Landlord deems necessary or advisable to put the Premises in good and rentable repair, order and condition, and (c) retel the Premises including, without limitation, the fees of attorneys, brokers, engineers and architects. Notwithstanding anything elsewhere in this Lease contained, however, in the event that during the Term the Tenant shall have failed to pay any item of rent as provided in clause (a) in the first sentence of this paragraph or the Landlord shall have sent three (3) or more notices in any given Lease year of the kind referred to in clause (b) in the first sentence of this paragraph, even though the Tenant shall have cured the failure or failures or the Landlord shall have waived the cure thereof or the Tenant shall have commenced such cure and diligently prosecuted same at all times thereafter, and in the event that subsequently the Tenant shall fail to pay any item of rental or perform, fulfill or observe any other representation, warranty or agreement of the Tenant set forth herein, (all as set forth in Clauses (a) and (b) in the first sentence of this paragraph), then and in any such event the provisions for notice and grace periods set forth in such clauses (a) and (b) shall not be applicable to such subsequent failure or failures and, therefore, the Landlord shall have the right, without demand or notice, to exercise all of its rights and remedies set forth in this paragraph or otherwise.

In the event that any failure by the Tenant to perform, fulfill or observe any agreement herein to be performed, fulfilled or observed by the Tenant continues for thirty (30) days, or, in situations involving potential danger to the health or safety of persons in, on or about the Premises or a further material deterioration of, or damage to, the Premises, after notice specifying such failure without its being waived, its effect cured, or the cure thereof commenced and diligently prosecuted at all times thereafter, the Landlord may at its election perform, fulfill or observe such agreement for and on behalf of the Tenant, and any amount which the Landlord shall expend for such purpose, or which shall otherwise be due by the Tenant to the Landlord hereunder or otherwise, shall be deemed to be additional rent and shall be paid to the Landlord on demand, together with interest thereon at the Lease Interest Rate, from the date of expenditure or the date the same shall have become due to the date of payment thereof in full.

In addition to all of the rights and remedies of the Landlord set forth in this Lease, if the Tenant shall fail to pay any item of rent due hereunder (whether denominated as Net Minimum Rental, Additional Rental or otherwise) within seven (7) days after the same shall have become due and payable, then and in such event the Tenant shall also pay to the Landlord a late payment service charge (in order to partially defray the Landlord's administrative and other overhead expenses) equal to the greater of one hundred (100) dollars or one (1) percent of such unpaid sum per day for each day or part thereof after the due date thereof during which such payment shall not have been received by the Landlord, but in no event in excess of any maximum interest rate (if such sum shall be denominated as interest by any court of competent jurisdiction) permissible under applicable law, it being understood that nothing herein shall be deemed to extend the due date for payment of any sums required to be



paid by the Tenant hereunder or to relieve the Tenant of its obligation to pay such sums at the time or times required by this Lease.

Whenever in this Lease provision is made that either party shall have the right to terminate this Lease, then, unless in said provision it is expressly provided otherwise, neither party shall thereafter have any claim against the other under this Lease or on account of the termination thereof except that the Landlord shall have a claim against the Tenant for any item of rental then due and outstanding hereunder (whether denominated as Net Minimum Rental, Additional Rental or otherwise).

19. Indemnity. The Tenant will exonerate and indemnify the Landlord and the Landlord's mortgagees against all claims, suits, obligations, liabilities and damages, including attorney's fees, arising out of any failure by the Tenant to perform, fulfill or observe any obligation or liability of the Tenant set forth in this Lease, or any breach by the Tenant of any representation or warranty made in connection with this Lease, or any negligent act or omission by the Tenant, or any condition of any kind, class or description, however and whenever caused or occurring, in any portion of or in the vicinity of, the Premises which the Tenant is obligated to maintain or repair, or any occurrence in, upon or at the Premises, or any occurrence occasioned by the Tenant's use and occupancy of the Premises, whether occurring in the common areas or otherwise. The Tenant will pay all costs, expenses and attorney's fees that may be incurred or paid by the Landlord for any costs with respect to the enforcement of the Landlord's rights and remedies hereunder. Landlord shall defend, indemnify, and hold harmless Tenant and its agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including reasonable attorneys' fees) for any loss arising from any occurrence in or on the Building's common areas to the extent caused by the negligence or willful misconduct of Landlord or its agents. The indemnities set forth in this Lease shall survive termination or expiration of this Lease and shall not terminate or be waived, diminished or affected in any manner by any abatement or apportionment of Rent under any provision of this Lease. If any proceeding is filed for which indemnity is required hereunder, the indemnifying party agrees, upon request therefor, to defend the indemnified party in such proceeding at its sole cost utilizing counsel satisfactory to the indemnified party.

20. No Broker. The Tenant represents and warrants that it has not contacted any real estate broker in connection with this Lease and was not directed to the Landlord as a result of any services or facilities of any other real estate broker. Tenant and Landlord shall each indemnify the other against all costs, expenses, attorneys' fees, liens and other liability for commissions or other compensation claimed by any other broker or agent claiming the same by, through or under the indemnifying party.

21. Subsidiaries or Affiliates of the Landlord. The Tenant will not claim or attempt to enforce any right or remedy against any one or more of the employees, agents, officers, directors, parents, subsidiaries or affiliates of the Landlord arising out of or in any way based upon this Lease or any act or omission by the Landlord with respect to this Lease or all or any portion of the Premises or the Building, except to the extent expressly permitted by any written instrument signed by any one or more of the foregoing.

22. Notices of Default to the Landlord. In no event will the Landlord be deemed to be in

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default because of any failure by the Landlord to perform, fulfill or observe any covenant or agreement set forth herein or because of any breach of any warranty by the Landlord set forth herein for thirty (30) days after notice to the Landlord specifying such failure or breach without its being waived or its effect cured, or the cure thereof commenced and diligently prosecuted thereafter.

23. Subordination. The Tenant will on written request at any time or from time to time by any holder of a mortgage (leasehold or otherwise) on all or any portion of the Building subordinate this Lease and all of the Tenant's rights and estate hereunder to such mortgage and to any renewals, extensions, substitutions, refinancings, modifications or amendments thereof or declare this Lease to be prior to such mortgage and to any renewals, extensions, substitutions, refinancings, modifications or amendments thereof, and agree with such holder that the Tenant will attorn thereto in the event of foreclosure and that the Tenant will not without the consent of such holder amend this Lease or prepay any rental hereunder, the Tenant hereby irrevocable appointing the Landlord as its agent and attorney-in-fact to execute and deliver any such document which the Landlord deems necessary or appropriate to carry out the intent and purposes of this sentence, such appointment being a power coupled with an interest. The provisions of the immediately preceding sentence shall survive the termination of the Term, (or the Extended Term, if any).

24. No Liens. The Tenant will forthwith cause any mechanics', materialmen's or other liens which may be recorded or perfected or which may otherwise attach to all or any portion of the Building, or to the Landlord's interest therein, as a result of work done by or for the Tenant to be discharged or released of record or fully bonded by a surety satisfactory to the Landlord.

25. Entry and Inspection by the Landlord. The Landlord and its agents shall have the right to enter into and upon the Premises or any part thereof at all reasonable times upon reasonable prior written notice except in case of emergency to examine the same and make any repairs or alterations the Landlord is expressly required hereunder or desires to make thereto. The Tenant shall permit inspection of the Premises at reasonable hours and intervals by prospective purchasers or mortgagees and, during the last four (4) months of the Term (or the Extended Term, if any), the Tenant shall permit inspection of the Premises at all reasonable times, upon reasonable prior written notice, by prospective Tenants and shall permit the usual "to Let" or "For Sale" signs to be placed on the Premises during the last three(3) months of the Term.

26. Notice to Mortgagee. Upon receipt of a request by the Landlord or any holder of a mortgage (leasehold or otherwise) on all or any part of the Premises, the Tenant will thereafter send to any such holder copies of all notices of default or termination or both given by the Tenant to the Landlord in accordance with any provision of this Lease. In the event of any failure by the Landlord to perform, fulfill or observe any agreement by the Landlord herein or any breach by the Landlord of any representation or warranty of the Landlord herein, any such holder may at its election cure such failure or breach for and on behalf of the Landlord and such cure shall, as to the Tenant, be deemed to be performance, fulfillment or observance by the Landlord hereunder. The provisions of this Section shall apply to any successor in interest of such holder.

27. Memorandum of Lease. Neither party will record this Lease, but each party will execute

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an appropriate mutually agreed memorandum or mutually agreed notice of this Lease, and either party shall record same at its expense. Promptly following the Rent Commencement Date, the parties will execute a document in recordable form setting forth the commencement and expiration dates of the Term. In addition, promptly following any termination of the Term prior to the expiration date of the Term specified herein, for any reason whatsoever, the Tenant will promptly execute and deliver to the Landlord a document in recordable form and satisfactory in form and substance to the Landlord setting forth the date of termination of the Term, the Tenant hereby irrevocably appointing the Landlord as its agent and attorney-in-fact to execute and deliver any such document which the Landlord deems necessary and appropriate to carry out the intent and purposes of this sentence, such appointment being a power coupled with an interest. The provisions of the immediately preceding sentence shall survive the termination of the Term.

28. Waiver of Subrogation. To the extent available under standard policies of insurance without extra cost, or if extra cost shall be charged therefor, so long as the other party pays such extra cost, each party hereby waives all liability and all rights to recovery and subrogation against, and agrees that neither it nor its insurers will sue the other party for any loss or damage to property arising out of fire or casualty, and each party agrees that all insurance policies relating to the premises will contain waivers by the insurer of such liability, recovery, subrogation and suit. If extra cost is chargeable therefor, each party shall advise the other party of the amount of the extra cost and the other party, at its election, may pay the same, but shall not be obligated to do so.

29. Repairs by the Landlord. Except to the extent that the same shall be the responsibility of the Tenant pursuant to any other term or provision of this Lease, the Landlord agrees to maintain and repair the roof, common areas, and all structural portions of the Premises and the foundations thereof but not including, however, any walls (including, without limitation, the demising walls and the so-called glass or store front), the floor, sub-floor and all utilities therein. In no event shall the Landlord be responsible for indirect or consequential damage to any portion of the Premises that the Landlord is not required by this Section to maintain and repair.

30. Estoppel Letter. The Tenant will from time to time within fifteen (15) days after request therefor by the Landlord, deliver to the Landlord or any actual or prospective purchaser or holder of a mortgage (leasehold or otherwise) on all or any part of the Premises a written statement certifying whether or not this Lease is in full force and effect and stating (a) the last date to which the rental and other payments have been made, (b) the amendments, if any, to this Lease, (c) the Tenant has accepted possession of the Premises, (d) all improvements required under this Lease to be made by the Landlord have been completed to the satisfaction of the Tenant, (e) no rent has been paid more than thirty (30) days in advance of its due date thereof, (f) the Tenant has no defenses, offsets or counterclaims against its obligation to pay all sums due from it under this Lease, (g) whether or not the Landlord is in default in the performance, fulfillment or observance of any representation, warranty or agreement set forth herein or has any indebtedness to the Tenant for the payment of money, and (h) if so, each default or indebtedness. The Tenant hereby irrevocably appoints the Landlord as its agent and attorney-in-fact to execute and deliver any such statement, such appointment being coupled with an interest, in the event that within such fifteen (15) day period after Landlord as made a request therefor, the Tenant shall fail so to deliver such statement to the Landlord or any such actual or

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prospective purchaser or holder.

31. Collateral Assignment of Lease. With respect to any assignment by the Landlord of the Landlord's interest in this Lease or the rental and other payments payable hereunder, conditional in nature or otherwise, which assignment is made to holder of a mortgage on the Landlord's estate (leasehold or otherwise), the Tenant agrees:

(a) that the execution thereof by the Landlord and the acceptance thereof by the holder of such mortgage shall never be deemed an assumption by such holder of any of the obligations of the Landlord hereunder, unless such holder shall, by notice sent to the Tenant, expressly otherwise elect; and

(b) that, except as aforesaid, such holder shall be treated as having assumed the Landlord's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the Premises.

32. No Liability. Anything else in this Lease to the contrary notwithstanding, the Tenant shall look solely to the estate and property of the Landlord in the Building for the satisfaction of any claim for the payment of money by the Landlord by reason of any default or breach by the Landlord of any of the terms and provisions of this Lease to be performed, fulfilled or observed by the Landlord, and no other assets or property of the Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of the Tenant's remedies for any such default or breach.

33. The Landlord while an Owner. As used herein, "Landlord" shall mean the owner from time to time of the Landlord's estate and property in the Building and if such estate and property be sold and transferred, the seller or transferor shall thereupon be relieved of all obligations hereunder arising or occurring after the date of such sale or transfer, and the purchaser or transferee shall thereupon be deemed to have assumed and agreed to perform and observe all obligations and liabilities hereunder thereafter arising or occurring or based on occurrences or situations thereafter arising or occurring subject in any event to the provisions of Section 32, provided that the assignee assumes in writing Landlord's obligations hereunder arising from and after the transfer date.

34. Modifications Required by the Mortgage. In the event that prior to the Rent Commencement Date any actual or proposed holder of a mortgage (leasehold or otherwise) on the Premises or the Building shall demand that this Lease be modified or amended in a reasonable respect (except for those provisions relating to the Rental, Term or the size or location of the Premises), Tenant will not unreasonably withhold, delay, or defer its consent thereto, provided that such modifications do not increase the obligations or reduce the rights of Tenant hereunder or materially adversely affect the leasehold interest hereby created or Tenant's use and enjoyment of the Premises.

35. Security Deposit. Upon execution of this Lease, the Tenant hereby gives to the Landlord the Security Deposit Amount set forth in Schedule A, if any, as security for the full, faithful and punctual performance, fulfillment and observance by the Tenant of any and all covenants, agreements, warranties, conditions, terms and provisions of this Lease to be performed, fulfilled or observed by the Tenant thereunder. It is expressly covenanted and agreed between

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the Landlord and the Tenant that (a) the Security Deposit Amount is not a measure of the damages that the Landlord might suffer or a limit upon the damages the Landlord may recover in the event of any failure or breach by the Tenant with respect to any or all of said covenants, agreements, warranties, conditions, terms or provisions; (b) in the event of each and every such failure or breach by the Tenant, the Landlord may at the Landlord's option at any time and from time to time apply any part or the whole of the Security Deposit Amount to exonerate, indemnify or save harmless the Landlord from any loss, cost, damage, liability or expense, including reasonable attorney's fees, that the Landlord may have suffered, sustained or become obligated to pay or may suffer, sustain or become obligated to pay because of such failure or breach by the Tenant; the Landlord shall in no way be precluded by such application from any of the remedies at law or in equity otherwise available to the Landlord, or from recovering at any time the full total amount of the Landlord's actual loss, cost, damage, liability and expense, including reasonable attorney's fees, less the amount of any such application or applications of the Security Deposit Amount; no such application of the Security Deposit Amount by the Landlord shall in any way excuse the Tenant from, and from continuing, the full, faithful and punctual performance, fulfillment and observance of any and all of said covenants, agreements, warranties, conditions, terms and provisions, and within thirty (30) days after the receipt of a demand therefor. The Tenant will pay to the Landlord a sum to be added to the Security Deposit Amount equal to that so applied by the Landlord hereunder; (c) in the event of the termination prior to expiration of this Lease, without any prior such failure or breach at anytime by Tenant, then on the date of such earlier termination, and otherwise at the expiration of the Term provided in this Lease, and not earlier in either case, the remainder of the Security Deposit Amount, after deducting all sums which the Landlord has applied or is or may be entitled to apply under clause (b) of this Section 35 or in satisfaction of any claim or judgment which the Landlord may then have against the Tenant, shall be returned by the Landlord to the Tenant within thirty (30) days of such termination; (d) the Landlord may from time to time transfer the Security Deposit Amount to any grantee or grantees to whom the Landlord may convey the Premises, to be held by such grantee or grantees for the return of the Security Deposit Amount, and the Tenant thereafter shall look only to such grantee or grantees for the return of the Security Deposit Amount; and (e) the Security Deposit Amount shall not be mortgaged, assigned, transferred or encumbered by the Tenant without the prior written consent of the Landlord, and any such mortgage, assignment, transfer or encumbrance shall be without force or effect and shall not be binding upon the Landlord in any event. Provided that Tenant has performed all of its obligations hereunder. Landlord shall, within thirty (30) days after the expiration of the Term and Tenant's surrender of the Premises in compliance with the provisions of this Lease, return to Tenant the portion of the Security Deposit which was not applied to satisfy Tenant's obligations. The Landlord shall have the right to commingle the Security Deposit Amount with other funds of the Landlord if and to the extent permitted by law.

36. Delays. Whenever in this Lease the Landlord is required to perform, fulfill or observe any representation, warranty or agreement set forth herein, delays caused by or resulting from act of God, war, fire, casualty, eminent domain, strike, shortage of labor or materials or other cause beyond the Landlord's reasonable control shall not be considered in determining the time when such performance, fulfillment or observance must be completed.

37. Accord and Satisfaction. The Tenant agrees that acceptance by the Landlord of any partial payment of any item of rental due hereunder (whether denominated as Net Minimum Rental, Additional Rental or otherwise) shall not constitute an accord and satisfaction by the

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Landlord of any of the Tenant's obligations hereunder, and that the Landlord shall be entitled to collect from the Tenant the balance of any such item of rental remaining due.

38. Miscellaneous. All terms and provisions of this Lease shall be independent and shall inure to the benefit of and be binding upon the personal representatives, successors and assigns of the parties, except as otherwise expressly provided herein. Every term and provision of this Lease shall be deemed of the essence and every breach thereof material to the parties. All representations, warranties and agreements of the parties in this Lease shall be deemed special, unique and extraordinary; any breach of any provision thereof by a party shall be deemed to cause the non-breaking party irreparable injury not properly compensable by damages in an action at law, and the rights and remedies of the parties hereunder may therefore be enforced both at law or in equity, by injunction or otherwise. All rights and remedies of each party shall be cumulative and not alternative, in addition to and not exclusive of any other right or remedy to which such party may be lawfully entitled in case of any breach or threatened breach of any term or provision herein except as otherwise expressly provided herein; the rights and remedies of each party shall be continuing and not exhausted by any one or more uses thereof; and may be exercised at any time or from time to time and as often as may be expedient; any option or election to enforce any such right or remedy may be exercised or changed at any time or from time to time. This Lease sets forth the entire agreement of the parties, and no custom, act, forbearance or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or fulfillment of any obligation waive or release either party from any default or the promise or fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment or change of any term or provision set forth herein, including this Clause, unless set forth in a written instrument duly executed by such party expressly stating that it is intended to impose such an additional obligation or liability or to constitute such a waiver or release, or that it is intended to operate as such a supplement, alteration, amendment or change.

39. Failure to do Business. The parties covenant and agree that, should Tenant vacate, abandon or desert the Premises, cease operating Tenant's business therein (except where the Premises are rendered untenable by reason of fire, casualty, repairs or alterations permitted by Landlord, or other causes beyond Tenant's control not resulting from the negligent acts or omissions of Tenant or Tenant's employees, agents, contractors, licensees, concessionaires, or invitees); or should Tenant fail or refuse to maintain business hours as provided in Section 11 (g) hereof; then, and in any of such events (hereinafter collectively referred to as "Failure to do Business") Landlord shall have the right, at its option either to collect not only the Net Minimum Rental and other charges herein reserved, but also additional rent equal to one-half (1/2) of the Net Minimum Rental reserved for the period of Tenant's Failure to do Business, computed at a daily rate for each and every day during such period, and such additional rent shall be deemed to partially compensate Landlord for any decrease in the value of the Building and any loss of Percentage Rent from the Tenant and others in the Building, and, Landlord may, in addition, elect to treat such Failure to do Business as a default under Section 18 of this Lease.

40. Notice. All notices and other communications (including, without limitation, designations, advice, consents, approvals, directions, statements, requests and demands) shall be in writing and shall be deemed given and delivered when mailed, by an overnight mail service or by registered or certified mail, postage and registration or certification charges

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prepaid, addressed in the case of the Landlord, to the Landlord at the Landlord's address set forth in Schedule A, and in the case of the Tenant, to the Tenant at the Premises, except that either party may by written notice to the other designate another address which shall thereupon become the effective address of such party for the purposes of this section.

41. Local Law. This Lease shall be construed and enforced in all respects in accordance with the laws of the Commonwealth of Massachusetts.

42. Headings. Any cover page preceding this Lease and the captions to the various Sections of this Lease have been inserted for reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

43. Separability. If any term or provision of this Lease or the application thereof to any person, property or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons, properties or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

44. Option to Extend. There is an option to extend this Lease for two (2) five (5) year terms, as set forth below:

(a) Notice of intention to extend for each Extended Term shall be given by Tenant to Landlord in writing at least twelve (12) months prior to the expiration of the prior term. At the time of such notice and at the date such Extended Term commences, Tenant shall not be in default beyond any applicable cure period in the performance of any of the terms, covenants and conditions of this Lease;

(b) Tenant shall not have been in default in the payment of Net Minimum Rental or Additional Rental under this Lease more frequently than once in each Lease Year; and

(c) Each Extended Term shall be subject to all terms, covenants and conditions of this Lease except that Net Minimum Rental shall be as shown in Schedule A.

45. Rent Commencement. Upon the Possession Date, all of the terms and conditions of this Lease shall be in full force and effect. The Tenant shall have no obligation to pay any item of Net Minimum Rental or Additional Rental until the Rent Commencement Date.

46. Water Charges. Tenant agrees to pay to Landlord, on the first day of each month, the monthly sum of \$450 for water and sewer use charges. This monthly sum shall be increased at the beginning of each Lease Year by a percentage equal to the percentage increase in water and sewer rates, if any, announced by the supplier of water and sewer service to the premises during the previous Lease Year. The failure to pay such water and sewer use charges as above set forth shall constitute an event of default of the Lease and the Landlord shall thereupon have all the rights set forth in Paragraph 18 of this lease.

However, Landlord shall have the option, at any time during or prior to the term of this lease, of installing a meter for the direct metering or submetering of Tenant's water use. As of the first day of the month following the installation of such meter, Tenant shall begin paying for

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the water as metered, when invoiced, at the published rates, either to the water supplier or the Landlord, as the case may be. Such payments shall be in lieu of the monthly charges described in the first paragraph of this Section 44.

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YJ.



WITNESS the execution hereof under seal the day and year first above written.

LANDLORD:

Webster Trust

By: 
Name: Walter Abrams
Title: Trustee

TENANT:

J&Z Foods Corporation

By: 
Name: Yuzhu Jiang
Title: Treasurer



SCHEDULE A

- (a) Landlord: Webster Trust
- (b) Tenant: J&Z Foods Corporation
- (c) Building: The building located at 1351-3 Beacon Street, Brookline, MA.
- (d) Premises: The commercial space located in the Building, at 1353 Beacon Street, containing approximately 2,760 square feet of first floor space, plus basement space below, as presently configured and as previously occupied by Rani, together with all property rights and improvements that run with the Premises along with direct and reasonably unencumbered ingress and egress to and from Beacon Street as currently used and enjoyed.
- (e) Term: The period beginning with the Rent Commencement Date and ending on the last day of the twelfth (12th) month of the tenth (10th) Lease Year.
- (f) Possession Date: The Tenant shall be deemed to be in possession on the date of closing of the Asset Purchase Transaction between Rani and the Tenant; provided, however that in the event that the Possession Date does not occur by March 31, 2019, either party may by written notice given no later than ten (10) business days thereafter declare this Lease to be null and void.
- (g) Rent Commencement Date: The earlier of (i) ninety (90) days from the Possession Date, or (ii) the day the Tenant opens for business.
- (h) Lease Year: The first Lease Year shall consist of that period, beginning on the Rent Commencement Date and ending at midnight of the last day of the twelfth full month after the Rent Commencement Date and shall include the partial month, if any, from the Rent Commencement Date to the first day of the following month. Subsequent Lease Years shall begin on the first day of the month following the end of the previous Lease Year and ending on the last day of the following twelfth (12th) month.
- (i) Net Minimum Rental: Net Minimum Rental as set forth below shall be payable in the monthly portions indicated on the same line for the Lease Year indicated on such line:

<u>Lease Year</u>	<u>Net Minimum Rental</u>	<u>Monthly Portion</u>
1 (partial month, if any)	Proportionate part of \$115,920.00	\$9,660.00
1 - 3	\$115,920.00	\$10,120.00
4 - 6	\$121,440.00	\$10,580.00
7 - 8	\$126,960.00	\$11,040.00
9 - 10	\$132,480.00	



First Extended Term (if any)

11 - 15 \$152,352.00 \$12,696.00

Second Extended Term (if any)

16 - 20 \$175,204.80 \$14,600.40

(j) Lease Interest Rate: The lesser of (i) twelve (12%) percent per annum, or (ii) the maximum rate permissible under applicable law.

(k) Permitted Use: Solely for the operation of a sit-down, service, with "take-out", restaurant, and the full liquor license on a seven day a week basis in connection thereof, excluding an Italian food restaurant, or any restaurant of the type of McDonalds, Burger King or Kentucky Fried Chicken.

(l) Tenant's Fraction: For real estate taxes etc. as set forth in the first eight paragraphs of Section 8 above, 23.00% of the real estate taxes levied on the commercial portion of the buildings known and numbered as 1351-1363 Beacon Street, Brookline, MA. As for insurance as set forth in the ninth and last paragraph of Section 8 above, 36.75% of the premiums paid by landlord on the commercial portion of the building known and numbered as 1353 Beacon Street, Brookline, MA.

(m) Tenant's Trade Name: Six Po

(n) Security Deposit: \$150,000.00 payable in cash, to be reduced to \$110,000 after Lease Year 4 on the condition that Tenant has not been in default at any time during the first 4 Lease Years; and to be further reduced to \$75,000 after Lease Year 7 on the condition that Tenant has not been in default at any time during the first 7 Lease Years. If the foregoing conditions in this Section have been met, Landlord shall provide a partial refund to Tenant within one week of such Reduction of Security Deposit.

(o) Landlord's Address: c/o Salter & Kahn
359 Boylston Street
Boston, MA 02116

(p) Tenant's Address: c/o Connie Dai
460 Totten Pond Road, Suite 410
Waltham, MA 02451

EXHIBITS

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Exhibit A Stipulation of Term of Lease Referred to In: Section 4

stip poi lease, final, 9-21-18.doc

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EXHIBIT A

STIPULATION OF TERM OF LEASE

THIS STIPULATION OF TERM OF LEASE (this "Stipulation") is executed as of this day of , 20 by ("Landlord"), with respect to that certain Lease dated Tenant") and amended (the "Lease") pursuant to which Tenant has leased from Landlord certain premises consisting of a building located at (the "Premises").

In consideration of the mutual covenants and agreements set forth in the Lease, Landlord and Tenant hereby acknowledge and stipulate as follows:

1. All initially capitalized terms used herein shall have the meanings set forth for such terms in the Lease.
2. The initial term of the Lease is ten (10) years. Tenant has four (4) options to extend the Term of the Lease for five (5) years each.
3. The Possession Date occurred on .
4. The Rent Commencement Date occurred on .
5. The initial term expires on .
6. If properly exercised by Tenant, the first extended term shall commence on and expire on . Tenant must give written notice of its exercise of the first extended term on or before .
7. If properly exercised by Tenant, the second extended term shall commence on and expire on . Tenant must give written notice of its exercise of the second extended term on or before .
8. The Lease is unmodified and in full force and effect.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Stipulation of Term of Lease as of the date first set forth above.

LANDLORD:

TENANT:

Webster Trust

J&Z Foods Corporation

By:

By:

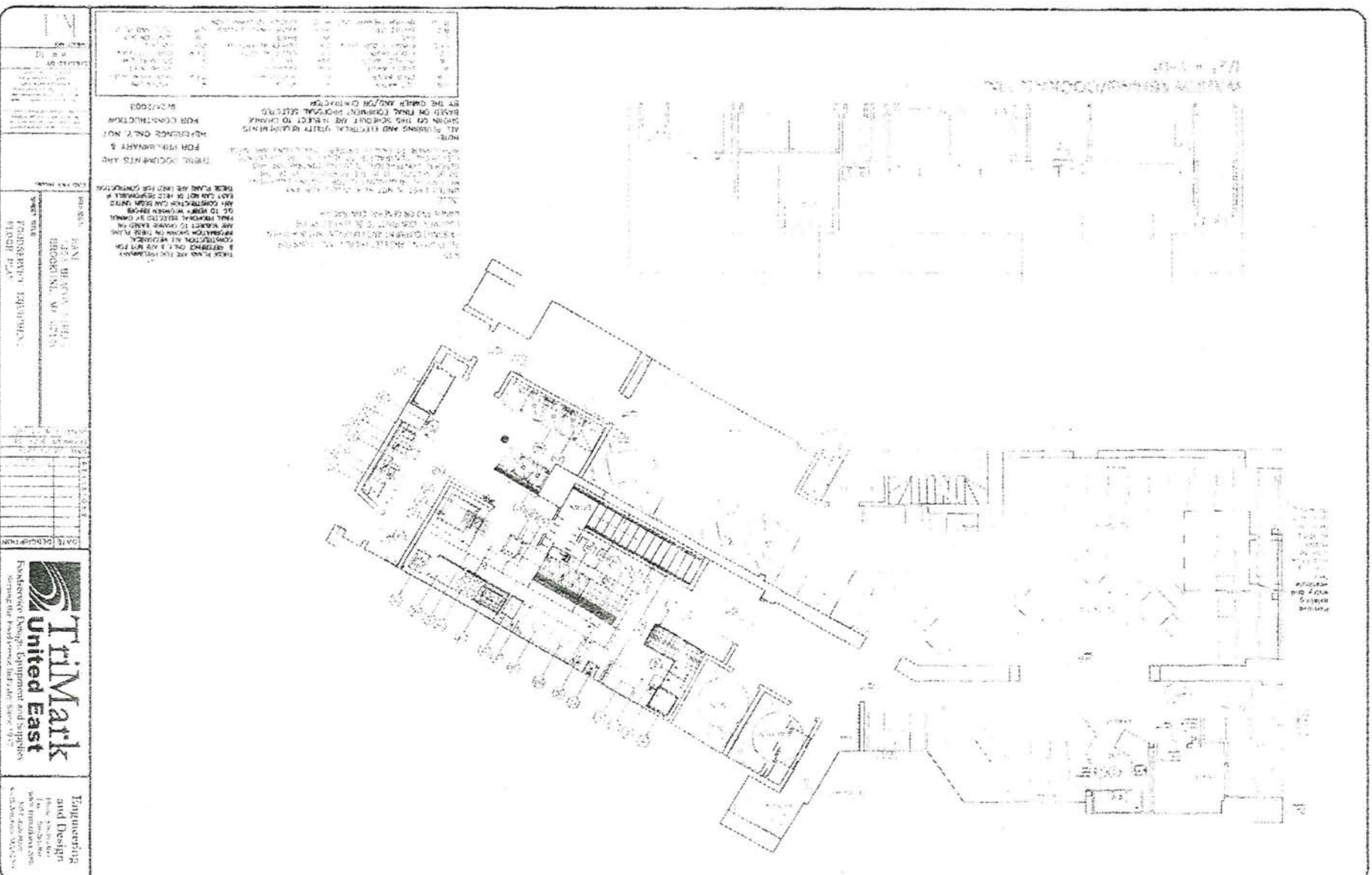
Name: Walter Abrams

Name: Yuzhu Jiang

Title: Trustee

Title: Treasurer





TriMark United East
 Engineering and Design
 1000 1st Avenue
 New York, NY 10022
 Tel: 212-691-1000
 Fax: 212-691-1001
 www.trimark.com

DATE: 01/10/00
BY: [Signature]
FOR: [Signature]
PROJECT: [Signature]
DESCRIPTION: [Signature]
REVISIONS: [Signature]
APPROVED: [Signature]
DATE: 01/10/00

Sample Menu



汤底
Pot Base



全红锅 \$ 15
All Spicy

鸳鸯锅 \$ 13
Half Spicy & Half Chicken Soup

清汤锅 \$ 10
Chicken Soup



串串
Sticks



每串 \$ 1
Each Stick



盘盘
Plates



小盘 \$ 4
Small Plate

中盘 \$ 6
Medium Plate

大盘 \$ 8
Large Plate



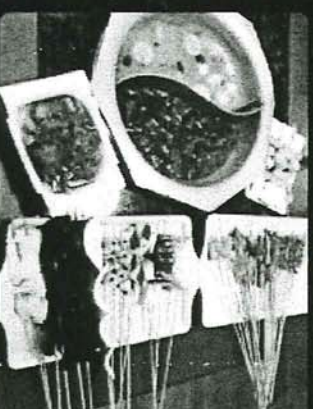
套餐
Combos



肉类套餐 \$ 25
Meat Combo

海鲜套餐 \$ 32
Seafood Combo

超级套餐 \$ 38
Deluxe Combo



饮料
Soft Drink



TBD

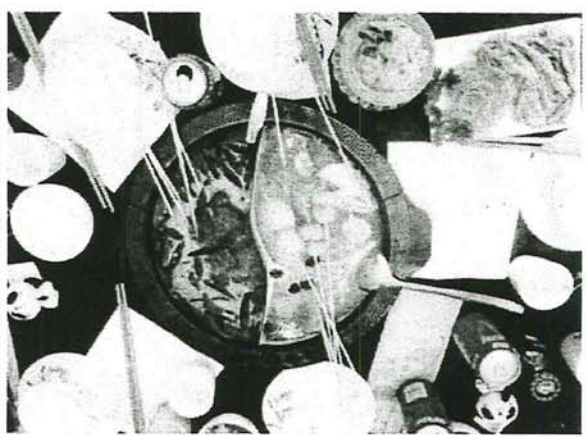
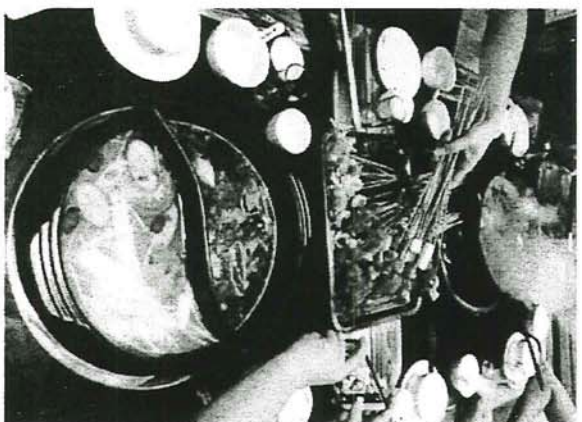
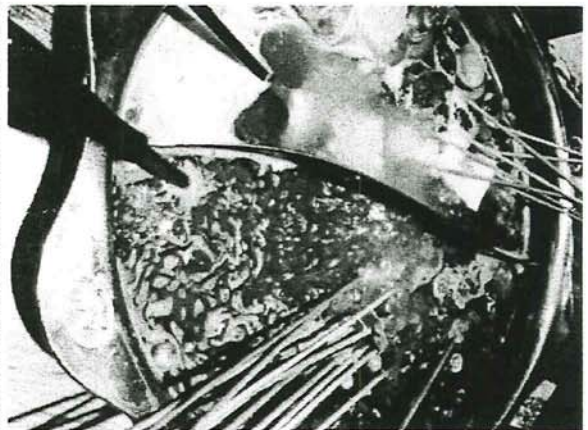


酒水
Beverage

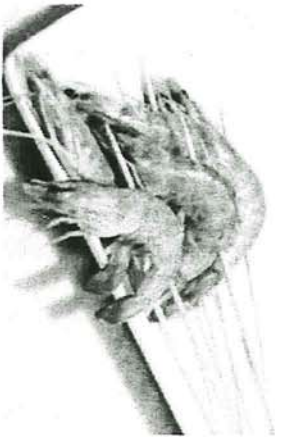
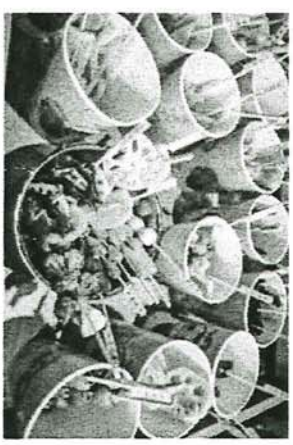
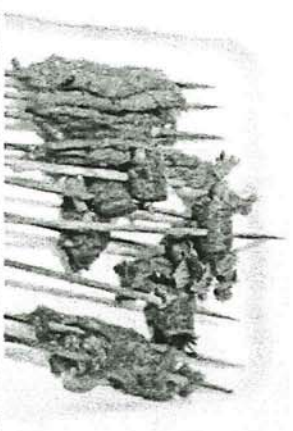
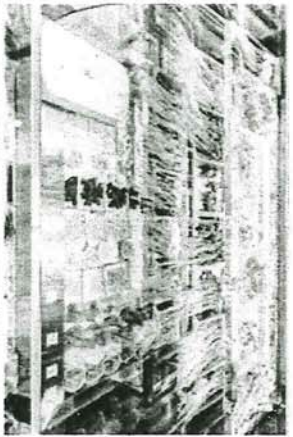
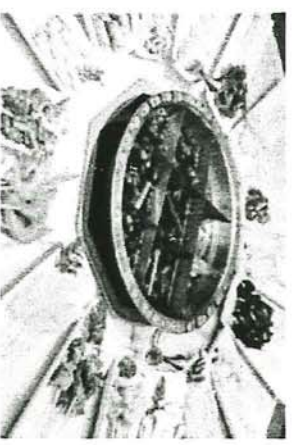


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Our Concept



Food Examples





OFFICE OF SELECTMEN
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200
APPLICATION FOR

COMMON VICTUALER LICENSE

DATE: October 1, 2018

LOCATION: 1353 Beacon Street, Brookline, MA 02446

APPLICANT: J & Z Foods Corporation

INDIVIDUAL/PARTNERSHIP/CORPORATION

D/B/A: Six Po Hot Pot

BUSINESS OWNERSHIP- INDIVIDUAL/PARTNERS/CORPORATE OFFICERS:

Annie Liu President & Director [REDACTED]

NAME	TITLE	EMAIL ADDRESS
[REDACTED]	[REDACTED]	[REDACTED] Brookline, MA [REDACTED]

TELEPHONE #	ADDRESS
Zhongshu Zhao	Secretary & Director [REDACTED]

NAME	TITLE	EMAIL ADDRESS
[REDACTED]	[REDACTED]	[REDACTED] Waltham, MA [REDACTED]

Barbara Wong, Director, 333 Ricciardi Drive, Apt. 1821, Quincy, MA 02169
617-653-0932, barbaraw1991@gmail.com

TELEPHONE #

ADDRESS

Yuzhu "Jessica" Jiang

Treasurer

Natick, MA

NAME

TITLE

EMAIL ADDRESS

TELEPHONE #

ADDRESS

HAVE YOU PREVIOUSLY HELD A COMMON VICTUALLER LICENSE IN BROOKLINE/ELSEWHERE? No
IF YES, LOCATION: AND DATES: _____

IF NOT, DO YOU HAVE PRIOR EXPERIENCE IN THE FOOD SERVICE BUSINESS: Yes

IF YES, LOCATION: AND DATES

Ms. Zhao in China. Ms. Wong at Mala Restaurant at 129 Brighton Ave as
Manager from 2017-2018 and Osaka Restaurant as Waitstaff & Bartender from
2014 - 2016; Ms. Liu's family business

HOURS OF OPERATION FOR FOOD SERVICE:

DAYS: _____ HOURS: 11am-11pm
Daily

DAYS: _____ HOURS: _____

DAYS: _____ HOURS: _____

HOURS OF OPERATION FOR ALCOHOLIC BEVERAGES SERVICE: (if applicable)

DAYS: _____ HOURS: 11am-11pm
Daily

DAYS: _____ HOURS: _____

DAYS: _____ HOURS: _____

PLEASE NOTE:

THE TOWN'S PREPARED FOOD SALES REGULATIONS SET THE PERMISSIBLE HOURS OF FOOD SALES.

MENU: (GENERAL TYPE OF FOOD SERVED)

The concept is a new style of Chinese tradition hot pot.

FLOOR SPACE SQ. FT. 2760 ft

BYOB: Will you permit patrons to bring their own alcoholic beverages onto the premises? No

(If yes, please be aware of applicable Town regulations governing BYOB.)

SEATING CAPACITY: INSIDE: 87

OUTSIDE: 0

Outside seating only applicable for 6 months from April 1st – September 30th.

(Please attach plan showing location and layout of outdoor seating.)

If outdoor seating is proposed to be located on any portion of the public sidewalk that is Town property, this application must be accompanied by proof that the applicant has secured, and that there is in effect during the period of time for which there will be outdoor seating, a general liability policy naming the Town as an additional insured in a minimum amount of \$250,000.00/\$500,000.00.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with use by the applicant of the Town's portion of a public sidewalk. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's sidewalk resulting from the applicant's use of it, and agrees to indemnify the Town for any expenses the Town incurs in restoring the Town's sidewalk to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use).

Applicant agrees to outside seating terms and conditions: N/A

NUMBER OF BATHROOMS : EMPLOYEE: 1

PUBLIC: 3

NUMBER OF PARKING SPACES (IF ANY):

NUMBER OF EMPLOYEES: 10

All Common Victualer Licenses are issued subject to and conditioned on the licensee's compliance with Massachusetts General Laws Chapter 140, Section 2 et seq., Article 8.10 of the Town By-Laws, and the Town's Prepared Food Sales Regulations.

Application Agrees to terms and conditions

APPLICANT SIGNATURE

[Signature]

TITLE: Secretary

PHONE#

EMAIL ADDRESS

[Redacted]



VOTE OF CORPORATION

DATE: 10/9/18

AT A MEETING OF THE BOARD OF DIRECTORS OF St Z Foods Corporation

HELD AT: 30 Kewee Wharf Boston, MA ON: 10/9/18

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE TOWN OF BROOKLINE FOR A

CV + Entertainment license

(TYPE OF LICENSE)

FOR THE YEAR 2018-2019 TO BE EXERCISED ON THE PREMISES LOCATED AT
1353 Beacon St, Brookline, MA

VOTED: TO AUTHORIZE Zhongshu Zhao TO
SIGN

THE APPLICATION FOR THE LICENSES IN THE NAME OF St Z Foods Corporation

AND TO EXECUTE ON ITS
BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE
GRANTING OF THE LICENSE.

THIS CORPORATION HAS not ^{disolved.} BEEN RESOLVED.

A TRUE COPY

ATTEST: [Signature]
CLERK



STATE TAX VERIFICATION FORM

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

*Signature of Individual

By: Corporate Officer

** Social Security #

Voluntary or Federal ID #

*This license will not be issued unless this certification clause is signed by the applicant.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.



LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: Transfer of All-Alcohol License, CV and Entertainment LicensesNAME: Annie LiuADDRESS: [REDACTED] Brookline, MA [REDACTED]EMAIL ADDRESS: [REDACTED]PHONE #: [REDACTED]PLACE OF BIRTH: ChinaFATHER'S NAME: Martin Qin-E Liu MOTHER'S MAIDEN NAME: Heping CaoARE YOU A CITIZEN? YES ☒ NO ☐ ALIEN CARD # _____ARE YOU A VETERAN: YES ☐ NO ☒

RESIDENCES FOR LAST FIVE YEARS

DATE: 5/16 - Present LOCATION: [REDACTED] Brookline, MA [REDACTED]DATE: 5/14 - 5/16 LOCATION: [REDACTED] Brookline, MA [REDACTED]DATE: 10/13 - 5/14 LOCATION: [REDACTED] Brighton MA [REDACTED]DATE: 1/12 - 10/13 LOCATION: Wuhan, China

DATE: _____ LOCATION: _____

EDUCATION

DATE: 01/10 - 01/13 LOCATION: Amherst, MA

DATE: 09/07 - 12/09 LOCATION: Boston, MA

DATE: 05/05 - 06/07 LOCATION: Milford, MA

DATE: _____ LOCATION: _____

EMPLOYMENT HISTORY

DATE: 01/17 - Present LOCATION: Boston, MA POSITION Tax Associate

DATE: 1/14 - 9/16 LOCATION: Boston, MA POSITION Tax Accountant

DATE: 2/13 - 9/13 LOCATION: Wuhan, China POSITION Acct. Assistant

DATE: 9/11 - 12/11 LOCATION: Amherst, MA POSITION cluster office staff

DATE: 5/10 - 8/10 LOCATION: Wuhan, China POSITION Acct. Intern

9/08 - 1/10 Cambridge, MA Sales Associate

X SIGNATURE:  DATE: 10/9/2018

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

October 9, 2018

To Whom It May Concern,

I am writing this reference for Annie Liu, who is applying for a liquor license in Brookline.

My name is Christine Brooks, and I have worked with Annie since September, 2017. She is a very responsible and friendly colleague to work with. Please feel free to contact me if you have any concerns.

My phone number is: 857-305-9616

My email address is: cbrooks@ezesoft.com

Sincerely,

A handwritten signature in dark ink, appearing to read 'Christine Brooks', written in a cursive style.

Christine Brooks

October 9, 2018

To Whom It May Concern,

I am writing this reference for Annie Liu, who is applying for a liquor license in Brookline.

My name is Diana Tong, and I have worked with Annie since January 2018. She is a very responsible and friendly colleague to work with. Please feel free to contact me if you have any concerns.

My phone number is: 617-316-1148

My email address is: dtong@ezesoft.com

Sincerely,

A handwritten signature in black ink, appearing to read "Diana Tong", written in a cursive style.

Diana Tong

Reference Letter for Liquor License

To whom it may concern,

I am writing this reference for Annie Liu, who is applying for a liquor license in Brookline.

My name is Zihang Yu, and we have been known each other for almost 10 years. She is very responsible for her job and friendly to her friends. I am happy to hear this good news from her and I think she will achieve success in the future. Please feel free to contact me if you have any concerns.

My phone number is: 909-8393665

My email address is: zihangyu.green@gmail.com

Thank you for your consideration.

Signature:

Zihang Yu
10/06/2018





LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: Transfer of All-Alcohol License, CV and Entertainment Licenses

NAME: Yuzhu "Jessica" Jiang

ADDRESS: [REDACTED] Natick, MA [REDACTED]

EMAIL ADDRESS: [REDACTED]

PHONE #: [REDACTED]

PLACE OF BIRTH: China

FATHER'S NAME: Junlin Jiang MOTHER'S MAIDEN NAME: Wenhua Zhao

ARE YOU A CITIZEN? YES NO X ALIEN CARD #

ARE YOU A VETERAN: YES NO X

RESIDENCES FOR LAST FIVE YEARS

DATE: 10/2017 ~ Now LOCATION: [REDACTED] Natick, MA [REDACTED]

DATE: 5/2016 ~ 10/2017 LOCATION: [REDACTED] Natick, MA [REDACTED]

DATE: 5/2014 ~ 5/2016 LOCATION: [REDACTED] Marlborough, MA [REDACTED]

DATE: 9/2013 ~ 5/2014 LOCATION: [REDACTED] Worcester, MA [REDACTED]

DATE: LOCATION:

EDUCATION

DATE: March 2015 LOCATION: Northeastern University Boston, MA

DATE: May-Aug 2014 LOCATION: Massasoit Community College, Brockton, MA

DATE: 2009-2012 LOCATION: Qiqihar University, China

DATE: _____ LOCATION: _____

EMPLOYMENT HISTORY

DATE: April - Oct. 2017 LOCATION: Boston Moves Real Estate, Boston, MA POSITION Licensed Real Estate Agent

DATE: Oct 2015 - Mar 2017 LOCATION: Target International Student Center, Boston MA POSITION Marketing Director

DATE: June - Oct 2015 LOCATION: Aoli International, Boston, MA POSITION Assistant of President

DATE: May 2014 - Jan 2015 LOCATION: Lamour by Design, Inc. Randolph, MA POSITION Project Management Intern

DATE: Mar 2009 - Mar 2011 LOCATION: Qiqihar Law Institute, China POSITION Student President

SIGNATURE: Xi X. Queng DATE: 10/6/2018

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

11. - 97

Tuesday, October 9, 2018 at 10:17:30 AM Eastern Daylight Time

Subject: Reference letter for Jessica Jiang

Date: Sunday, October 7, 2018 at 10:52:30 AM Eastern Daylight Time

From: Emma Li

To: Kristen Scanlon

CC: jessica.yuzhu.jiang@gmail.com

To Whom It May Concern,

I am writing this reference for Yuzhu Jiang (Jessica) her business liquor license transfer application in Brookline, MA.

My Name is Menglu Li (Emma), and I was her colleague at Boston Moves Real Estate. On the job, she is very dependable and responsible; in the life, she is friendly and caring. I believe she will be also very responsible and professional in her restaurant business.

Please feel free to contact me if you have questions and concerns.

Email: emma.li@cityspade.com

Cell Phone: 857-499-0233

Thank you,

Emma Li
10/7/2018

To Whom It May Concern,

My name is Fuyan Li (DOB:07/24/1982). I'm writing this letter for Yuzhu Jiang (Jessica) regarding her business liquor license transfer application in Brookline, MA.

We're very close friend and have been known each other for more than five years. She is an intelligent, determined and responsible person. She has my full and wholehearted support in her future endeavors on the restaurant business. I'd be happy to provide more evidence of her qualifications if necessary.

Please feel free to contact me if you have questions and concerns.

Respectfully,

Fuyan Li
(774) 420-6926
lifuyansh@gmail.com

To Whom It May Concern,

It is my pleasure to provide this letter of recommendation for Yuzhu Jiang (Jessica) regarding her business liquor license transfer application in Brookline, MA.

My Name is Nataliya Smirnov. As Jessica's former colleague at Target International Student Center, I worked closely with her for two years. She held the Director of Marketing position. Together we collaborated on many short-term and long-term projects and shared many assignments and job responsibilities. She was always a great organizer, initiator and communicator. I was always glad to be pair with her and have her as my teammate. She is a reliable and responsible person. In addition, she always explored new ways to reach the school's goals and was very creative and innovative at her job.

I strongly believe she will be also very responsible for her liabilities at the restaurant business. I would be happy to provide additional details of her qualifications if necessary.

Please feel free to contact me if you have any questions or concerns.

Respectfully,

Nataliya Smirnov
(978) 406-5070
smirnovnataliya13@gmail.com



LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: Transfer of All-Alcohol License, CV and Entertainment Licenses

NAME: Zhongsu "Lily" Zhao

ADDRESS: [REDACTED] Waltham, MA [REDACTED]

EMAIL ADDRESS: [REDACTED]

PHONE #: [REDACTED]

PLACE OF BIRTH: China

FATHER'S NAME: Wei Zhao MOTHER'S MAIDEN NAME: Sumin Zheng

ARE YOU A CITIZEN? YES NO ☒ ALIEN CARD #

ARE YOU A VETERAN: YES NO ☒

RESIDENCES FOR LAST FIVE YEARS

DATE: 2017.1 - 2018.12 LOCATION: [REDACTED] Waltham, MA [REDACTED]

DATE: 2016.1 - 2017.1 LOCATION: [REDACTED] Waltham, MA [REDACTED]

DATE: 2015.6 - 2016.1 LOCATION: [REDACTED] Paramus, NY, Diamond Bar, CA

DATE: 2014.8 - 2015.6 LOCATION: [REDACTED] Paramus, NY

DATE: 2013.7 - 2014.8 LOCATION: [REDACTED] Jersey City, NJ

EDUCATION

DATE: 2017 - Current LOCATION: Computer Systems Institute, Boston, MA

DATE: 2013-2015 LOCATION: Stevens Institute of Technology, Hoboken, NJ

DATE: 2008-2013 LOCATION: Dalian University of Technology, China

DATE: LOCATION:

EMPLOYMENT HISTORY

DATE: 2016 - Current LOCATION: Coggo Boston Realty, *Business Analyst*
 POSITION ~~Licensed Real Estate Agent~~

DATE: 2015 LOCATION: Accenture, New York, POSITION Project Developer

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

SIGNATURE: *[Signature]* DATE: 2018.10.5

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

10/5/2018

11. - 102
Gmail - reference for Zhongshu Zhao



zhongshu zhao <zhongshuzhao.green@gmail.com>

reference for zhongshu zhao

2 messages

Cindy Wang <cindy@gogoboston.com>

To: kis@kscaonline.com

Cc: zhongshuzhao.green@gmail.com

Fri, Oct 5, 2018 at 11:08 PM

To whom it may concern,

I am writing this reference for **Zhongshu Zhao**, who is applying for a liquor license in Brookline

My name is Qian (Cindy) Wang, and I am the founder of Gogoboston really llc and she is my company's business operations analyst. She is very responsible and efficient for her job and she is a cheerful, friendly individual. I am happy for her that she invests this restaurant. Please feel free to contact me for any concerns.

My email: cindy@gogoboston.com

Phone number: 617-987-5611

Thank you for your consideration.

Cindy Wang

2018.10.5

zhongshu zhao <zhongshuzhao.green@gmail.com>

To: cindy@gogoboston.com

Cc: Kristen Scanlon <kis@kscaonline.com>

Fri, Oct 5, 2018 at 11:10 PM

Received, thank you

[Quoted text hidden]

Reference Letter for liquor license application

Dear Sir or Madam,

I am writing this reference for **Zhongshu Zhao**, who is applying for a liquor license so that she can open her restaurant.

My name is Chunxia Cai, we live near to each other and I am her best friend in Boston. She is very nice for her friends and optimistic when facing difficulties. Please feel free to contact me if you have any questions.

My phone number is: 857-264-6204

My email address is: cai.cx91@gmail1.com

My address is: 40 Presley St. Malden MA 02148

Thank you for your consideration.

Signature:

DocuSigned by:
Chunxia Cai
6704A54D08A3414...

Date: 10/5/2018

Reference Letter

Dear Sir or Madam,

My name is Qi Tian, and I am Zhongshu Zhao's friend. We have been known each other for 3 years and she is a very friendly and cheerful girl. I am a real estate agent working at Leopold & McMasters Realty and I am happy to be a reference person for her liquor license application. Please feel free to contact me if you have any concerns. Here is my contact information:

Name: Qi Tian

Address: 115 Highland Ave., Unit 23, Somerville, MA 02143

Email: tian1129@gmail.com

Phone number: 857-334-5722

Signature: *Qi Tian*

Date: 10/5/2018

LICENSE INTERVIEW FORMTYPE OF LICENSE APPLYING FOR: Transfer of All-Alcohol License, CV and Entertainment LicensesNAME: Barbara WongADDRESS: [REDACTED] Hoboken, NJ [REDACTED]EMAIL ADDRESS: [REDACTED]PHONE #: [REDACTED]PLACE OF BIRTH: ChinaFATHER'S NAME: Yee Kan Wong MOTHER'S MAIDEN NAME: ChenARE YOU A CITIZEN? YES ☒ NO ☐ ALIEN CARD # _____ARE YOU A VETERAN: YES ☐ NO ☒

RESIDENCES FOR LAST FIVE YEARS

DATE: 10/1/2018 LOCATION: [REDACTED] Hoboken, NJ [REDACTED]DATE: 06/10/2017 LOCATION: [REDACTED] Quincy, MA [REDACTED]DATE: 08/10/2016 LOCATION: [REDACTED] Melrose, MA [REDACTED]DATE: 06/10/2013 LOCATION: [REDACTED] Medford, MA [REDACTED]DATE: 05/10/2014 LOCATION: [REDACTED] Laguna, [REDACTED]

EDUCATION

DATE: 5/16/2018 LOCATION: St. John's University (graduated)

DATE: 25 May 2010 LOCATION: Clancy High School

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

EMPLOYMENT HISTORY

DATE: May 2018 LOCATION: Nuka Restaurant POSITION: Manager

DATE: June 2016 LOCATION: In House Kitchen POSITION: Assistant

DATE: October 2017 LOCATION: Buka Restaurant POSITION: Bar/Endeavor Server

DATE: _____ LOCATION: _____ POSITION: _____

DATE: _____ LOCATION: _____ POSITION: _____

X SIGNATURE: [Signature] XDATE: 10/09/2018

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

11. - 107

Tuesday, October 9, 2018 at 1:47:30 PM Eastern Daylight Time

Subject: Fwd: Reference letter

Date: Tuesday, October 9, 2018 at 12:10:19 PM Eastern Daylight Time

From: Barbara Wong

To: Kristen Scanlon

----- Forwarded message -----

From: Xiaodi Wang <xw593@nyu.edu>

Date: Mon, Oct 8, 2018 at 11:18 PM

Subject: Reference letter

To: <barbaraw1991@gmail.com>

I am writing this reference for Barbara Wong, who is applying for a liquor license in Brookline.

My name is Xiaoshan Dong, and I am a master student of NYU, majoring in Risk Management. Barbara is one of my best friends. She is a very kind person and loves helping people around. I'm very happy to hear that she wants to invest in a restaurant, and hopefully, she will succeed. If you have any questions, please let me know.

My email: xw593@nyu.edu

Thank you for your consideration

Xiaoshan Dong

2018.10.8

Tuesday, October 9, 2018 at 1:47:39 PM Eastern Daylight Time

Subject: Fwd: Reference letter

Date: Tuesday, October 9, 2018 at 12:10:44 PM Eastern Daylight Time

From: Barbara Wong

To: Kristen Scanlon

----- Forwarded message -----

From: Jason wang <jsnwang8@gmail.com>

Date: Mon, Oct 8, 2018 at 11:01 PM

Subject: Reference letter

To: Barbara Wong <barbaraw1991@gmail.com>

To whom it may concern,

I am writing this reference for Barbara Wong, who is applying for a liquor license in Brookline.

My name is Xiaodi Wang, and I am a master student of NYU, majoring in Risk Management. Barbara is one of my best friends and she is very warm-hearted and friendly. I'm very glad that she invests in this restaurant. Please feel free to contact me for any concerns or questions.

My email: jsnwang8@gmail.com

Phone number: 617-953-6722

Thank you for your consideration

Xiaodi Wang

2018.10.8

October 9, 2018

Board of Selectmen
Town of Brookline
333 Washington Street, 6th Floor
Brookline, MA 02445

RE: Litter Letter
J & Z Foods Corporation
1353 Beacon Street, Brookline, MA 02446

Dear Members of the Board of Selectmen:

In accordance with the Town of Brookline Bylaws, Article XXXV, Sec. 7, the following is the litter plan and procedure for the above captioned entity.

- (1) The restaurant will have trash barrels located inside the restaurant so that litter may be deposited therein.
- (2) The restaurant manager will be instructed and required to inspect the trash containers at least twice a day and more often if conditions warrant and to empty said containers as required.
- (3) The restaurant manager will be instructed and required to inspect and sweep the outside area of the restaurant. This will include the sidewalk and gutters and to sweep and pick up any and all trash and litter as conditions require.
- (4) All litter, from whatever source collected, will be bagged and placed into the trash that is normally associated with the restaurant's regular business activities and removed on a regular basis by a commercial trash collector.
- (5) All dumpsters/receptacles shall be kept closed, and it shall be the restaurant manager's responsibility to insure that they shall remain closed when not in use.

If any other information is required, please be in touch.

Sincerely,

Lily Zhao

J&Z Foods Corporation

Tuesday, October 9, 2018 at 1:47:50 PM Eastern Daylight Time

Subject: Fwd: Sell of Bombay Bistro/Rani

Date: Tuesday, October 9, 2018 at 12:12:50 PM Eastern Daylight Time

From: Yuzhu Jiang (Jessica)

To: Kristen Scanlon

CV Surrender from Seller.

----- Forwarded message -----

From: **samir majmudar** <juhutara@gmail.com>

Date: Tue, Oct 9, 2018 at 12:11 PM

Subject: Sell of Bombay Bistro/Rani

To: zhongshu zhao <zhongshuzhao.green@gmail.com>

CC: Yuzhu Jiang <jessica.yuzhu.jiang@gmail.com>

Hi Lily,

This is to confirm that as soon as J and Z Foods Corp. is granted a CV licence,

I Samir Majmudar, President, Bombay Bistro Inc will surrender my CV licence to

Brookline town selectman's office for transfer.

Sincerely,

Samir Majmudar
President, Bombay Bistro Inc
1353 Beacon Street
Brookline, Ma 02446

--

Samir



OFFICE OF SELECTMEN
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

ENTERTAINMENT APPLICATION

IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 140, SECTION 181 (*183A) OF THE MASSACHUSETTS GENERAL LAWS, THE UNDERSIGNED HEREBY APPLIES FOR A LICENSE FOR THE FOLLOWING FORMS OF ENTERTAINMENT:

APPLICANT: J & Z Foods Corporation

D/B/A Six Po Hot Pot

LOCATION: 1353 Beacon Street, Brookline, MA 02446

TELEPHONE # (774) 578-8188 EMAIL ADDRESS: JessLilyBoston@gmail.com

TYPE OF ENTERTAINMENT:

(1) RADIO Yes TAPED MUSIC Yes JUKE BOX No TELEVISION Yes

DAYS: Daily HOURS: FROM: 11am TO: 11pm
(2) MOVIES No

DAYS: _____ HOURS: FROM: _____ TO: _____

(3) DANCING No PRIVATE _____ PUBLIC _____

DAYS: _____ HOURS: FROM: _____ TO: _____

(4) INSTRUMENTAL MUSIC Yes TYPE OF INSTRUMENTS: guitar
 #OF INSTRUMENTS 1-2

DAYS: Daily HOURS: FROM: 11am TO: 11pm
 (5) VOCAL MUSIC: Yes #OF VOCALIST: 1-2

DAYS: Daily HOURS: FROM: 11am TO: 11pm
 (6) EXHIBITION (DESCRIBE): NO

DAYS: _____ HOURS: FROM: _____ TO: _____

(7) FLOOR SHOW (DESCRIBE): NO

DAYS: _____ HOURS: FROM: _____ TO: _____

J. J. J. J. J. SIGNATURE OF APPLICANT
 DATE October 1, 2018

(*SECTION 183A APPLIES ONLY TO COMMON VICTUALLERS, FOOD VENDORS AND INNHOLDERS)

THE FOLLOWING FORMS OF ENTERTAINMENT IF BEING CONDUCTED ON SUNDAYS REQUIRES A SEPARATE SUNDAY ENTERTAINMENT LICENSE FROM THE COMMONWEALTH OF MASSACHUSETTS AND REQUIRES A SEPARATE FEE OF \$100:

- DANCING
- JUKE BOX
- LIVE ENTERTAINMENT

ARTICLE 2

SECOND ARTICLE

Submitted by: Select Board

Appropriate \$1,500,000 or any other sum, to be expended under the direction of the Building Commissioner, with any necessary contracts to be approved by the Select Board and the School Committee, for the schematic design services to construct or expand the Driscoll School.

Or act on anything relative thereto.

PETITIONER'S ARTICLE DESCRIPTION

This article is the re-filed Article 3E from the November 13, 2018 Special Town Meeting. This Article is an appropriation request for schematic design services for the renovation, repair, and expansion of the Driscoll School. Please see the Select Board report under Article 4 of the November 13, 2018 Special Town Meeting for a preliminary update on the work being done during the Design Feasibility Phase for the Driscoll School Project.

SELECT BOARD'S RECOMMENDATION

ADVISORY COMMITTEE'S RECOMMENDATION

ARTICLE 3

THIRD ARTICLE

Submitted by: Select Board

To see if the Town will vote to release for expenditure the funds appropriated under Section 13, Special Appropriation No. 65 of Article 7 of the 2018 Annual Town Meeting as provided in said appropriation.

Or act on anything relative thereto.

PETITIONER'S ARTICLE DESCRIPTION

This article is the re-filed Article 4 from the November 13, 2018 Special Town Meeting.

Under Special Appropriation Article 65 of the 2018 Annual Town Meeting the following language was set by Town Meeting:

Raise and appropriate \$1,500,000 to be expended under the direction of the Building Commissioner, with any necessary contracts to be approved by the Select Board and the School Committee, for the schematic design services to construct or expand a school as determined by the outcome of the 9th School feasibility study, and to meet the appropriation transfer \$500,000 from the balance remaining in the appropriation voted under Section 13, Special Appropriation No. 66 of Article 9 of the 2017 Annual Town Meeting, provided that the money not be released for expenditure without an affirmative vote of a future Town Meeting, thereby providing Town Meeting with the opportunity to restrict, condition or re-appropriate such funds.

This article allows the Town to move into the schematic design phase for the Baldwin School project. Please see the Select Board report under Article 4 of the November 13, 2018 Special Town Meeting for a preliminary update on the work being done during the Design Feasibility Phase for the Baldwin School Project.

SELECT BOARD'S RECOMMENDATION

ADVISORY COMMITTEE'S RECOMMENDATION

ARTICLE 4

FOURTH ARTICLE

Submitted by: Select Board

To see if the Town will vote to authorize the Select Board to acquire, by purchase, gift, eminent domain or otherwise, in fee simple, the parcels of land located at 15-19 Oak Street, Brookline Massachusetts, including all buildings and structures thereon and all privileges and appurtenances thereto belonging, all interests held pursuant to M.G.L. c. 183A, as well as all trees and shrubs thereon, consisting of approximately 8,209 square feet, for general municipal purposes, and for all purposes and uses accessory thereto, including but not limited to the construction or expansion of school educational facilities and amenities, and that to meet such expenditure to appropriate a sum of money to be expended at the direction of the Selectmen, to pay costs of acquiring said property, and for the payment of all costs incidental and related thereto, and to determine whether such amount shall be raised by taxation, transfer from available funds, borrowing or otherwise; to authorize the Select Board to apply for, accept and expend any grants from any source whatsoever that may be available to pay any portion of this project or to take any other action relative thereto.

Land Description:

A certain parcel of land with the buildings thereon known as and numbered 15 Oak Street, Brookline, MA, situated in Brookline, Norfolk County, Massachusetts, and bounded and described as follows:

EASTERLY by Oak Street, sixty-two and 12/100 (62.12) feet;

SOUTHERLY by Lot 10 on a plan hereinafter referred to, one hundred (100) feet;

WESTERLY by land of owners unknown, sixty (60) feet;

NORTHERLY by Lot 8 on said plan, eighty-five and 40/100 (85.40) feet;

Containing approximately 5,709 square feet of land and being Lot 9 on a plan of 18 house lots near Chestnut Hill Station, Brookline, drawn by Whitman and Breck, Surveyors, dated April 18, 1871, and recorded with Norfolk County Registry of Deeds in Book 410, Page 30.

Also, a certain parcel of land lying Southwesterly on Oak Street in said Brookline, bounded and described as follows:

NORTHEASTERLY by said Oak Street, twenty-five (25) feet

November 13, 2018 Special Town Meeting

4-2

SOUTHEASTERLY by land formerly of the Rivers School and now of the Town of Brookline, one hundred (100) feet;

SOUTHWESTERLY by land now or late of Carroll and by land formerly of Daniel F. McGuire, twenty-five (25) feet; and

NORTHEASTERLY by other land formerly of Daniel F. McGuire, one hundred (100) feet.

Containing about 2,500 square feet of land, or however otherwise said premises may be bounded or described and be all or any of said measurements or contents more or less.

Said premises are shown on a “Plan of Land in Brookline, Mass”, dated September 18, 1941, by Walter A. Devine, Town Engineer, and recorded with Norfolk Registry of Deeds, Book 2369, Page 279.

Assessor’s Description:

Address	Block-Lot-Sub lot
15-19 OAK ST, Unit 15	432-18-01
15-19 OAK ST, Unit 17	432-18-02
15-19 OAK ST, Unit 19	432-18-03

PETITIONER’S ARTICLE DESCRIPTION

In furtherance of the proposed Baldwin School project, the Select Board reached an agreement with the owners of 15-19 Oak Street to purchase these properties, conditioned on Town Meeting approval. If approved, the acquisition of this property will add to the existing land owned at the school, expanding the town-owned land upon which school facilities can be located. This will provide the Town with important additional flexibility in terms of locating and designing the school and amenities needed for students, faculty and families. Because voluntary purchase agreements have been reached with these owners, there is no financial uncertainty attached to the acquisition. The Select Board believes this is an important and positive step in the process of building additional school capacity to serve Brookline’s students. The flexibility of additional space will permit consideration of different types of school designs, on-site parking, or play space in addition to the Baldwin playground. The acquisition of this property will not change the planned 450-student size of the school.

To: Members of the Brookline Select Board
From: Gillian Jackson, Administrator, Brookline Commission for the Arts
Re: Pending Commission Applicants
Date: November 20, 2018

There are currently two pending applications for appointment to the Brookline Commission for the Arts (BCA) from the following persons: Austin Seeley and Peg O'Connell. The 2019 grant application final review for the dispersing of state funds is scheduled for Wednesday, November 28. For applicants to participate in the voting process it's necessary that they be officially appointed before that date, and therefore the BCA would appreciate the review of these applications, and a decision on appointment, at the Board's earliest convenience.

Austin Seeley has attended two BCA meetings and the commission is fully supportive of his application. Austin stated that he applied to the BCA because he believes in the work that is performed by this committee. He started the Kiva Gallery at HRI Hospital (on Babcock St. in Brookline) in order to transform the clinical spaces into spaces that foster healing using visual arts. This project promotes local artists and builds partnerships with community members. Through the curation of this space he realized how important it is for the community here in Brookline to have more such opportunities. He believes the mission of the BCA aligns well with his own and hopes that being a member of the BCA will allow him the opportunity to learn more about his community and to offer his own knowledge and experience while being able to work with a team of dedicated volunteers.

Austin's experience working with artists, and curating a gallery, will aid in the administration of the BCA's Town Hall Walls program, especially in light of the fact that Chris Santos, who has led that group for five years, will be retiring from the BCA next year.

Peg O'Connell is well known to many members of the commission. For decades she has been a dedicated member of the Brookline Open Studios steering committee serving as Executive Director from 2014-2016, and as a photographer she also participates actively in the local art scene. If she is appointed to the commission Peg is interested in promoting opportunities to the arts community, from grants and local funding, to exhibit and workshop opportunities.

Currently the commission membership stands at 12 but I believe the optimum number is 14/15.

Many thanks for your consideration of these two candidates. If you have any questions do not hesitate to contact either myself (brooklinearts@gmail.com) or Daniel Gostin, BCA Chair (daniel.gostin@gmail.com).



**Brookline Fiscal Advisory Committee
(As of 11/27/18)**

Applicants

Peter von Bleyleben	Interviewed 9.27.18
Cliff Brown	Interviewed 9.27.18
Alain Chinca	Interviewed 9.27.18
Martin Shore	Interviewed 10.2.18
Nathan Spritz	Interviewed 10.2.18
Carol Levin	Interviewed 10.16.18
David Kirshner	Interviewed 10.16.18
Paul Saner	Interviewed 10.23.18
Janet Gelbart	Interviewed 10.23.18
Jeff Rudolph	Interviewed 10.23.18
Nancy Daly	Submitted 10.26.18
Mini Kolluri	Interviewed 10.30.18
Mike Toffel	Interviewed 11.20.18
Sharon Schoffmann	Interviewed 11.20.18
Arthur Segel	To be interviewed 11.27.18
Christopher Avery	To be interviewed 11.27.18

